

STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
PROCUREMENT  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 6**  
to  
**CONTRACT NO. 071B0200162**  
between  
**THE STATE OF MICHIGAN**  
and

| NAME & ADDRESS OF CONTRACTOR:                                                  | PRIMARY CONTACT | EMAIL                                                          |
|--------------------------------------------------------------------------------|-----------------|----------------------------------------------------------------|
| Evans Caseload, Inc.<br>2152 Danforth Avenue, Suite 200<br>Toronto, ON M4C 1K3 | Darryl Evans    | <a href="mailto:daevans@caseload.com">daevans@caseload.com</a> |
|                                                                                | TELEPHONE       | CONTRACTOR #, MAIL CODE                                        |
|                                                                                | 416-762-0236    |                                                                |

| STATE CONTACTS                | AGENCY | NAME         | PHONE        | EMAIL                                                            |
|-------------------------------|--------|--------------|--------------|------------------------------------------------------------------|
| CONTRACT COMPLIANCE INSPECTOR | DTMB   | Toby Pittman | 517-636-5428 | <a href="mailto:pittmant@michigan.gov">pittmant@michigan.gov</a> |
| BUYER                         | DTMB   | Joe Kelly    | 517-373-3993 | <a href="mailto:kellyj11@michigan.gov">kellyj11@michigan.gov</a> |

| CONTRACT SUMMARY:                                                                                           |                         |                           |                                                                     |
|-------------------------------------------------------------------------------------------------------------|-------------------------|---------------------------|---------------------------------------------------------------------|
| DESCRIPTION: Enhanced Document Management - DIT                                                             |                         |                           |                                                                     |
| INITIAL EFFECTIVE DATE                                                                                      | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW                        |
| April 12, 2010                                                                                              | April 11, 2015          | 5, 1 Year Option          | April 11, 2015                                                      |
| PAYMENT TERMS                                                                                               | F.O.B                   | SHIPPED                   | SHIPPED FROM                                                        |
| N/A                                                                                                         | N/A                     | N/A                       | N/A                                                                 |
| ALTERNATE PAYMENT OPTIONS:                                                                                  |                         |                           | AVAILABLE TO MiDEAL PARTICIPANTS                                    |
| <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other |                         |                           | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| MINIMUM DELIVERY REQUIREMENTS:                                                                              |                         |                           |                                                                     |
| N/A                                                                                                         |                         |                           |                                                                     |

| DESCRIPTION OF CHANGE NOTICE:                                       |                                  |                                             |                            |                              |
|---------------------------------------------------------------------|----------------------------------|---------------------------------------------|----------------------------|------------------------------|
| EXTEND CONTRACT EXPIRATION DATE                                     | EXERCISE CONTRACT OPTION YEAR(S) | EXTENSION BEYOND CONTRACT OPTION YEARS      | LENGTH OF OPTION/EXTENSION | EXPIRATION DATE AFTER CHANGE |
| <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | <input type="checkbox"/>         | <input type="checkbox"/>                    |                            | April 11, 2015               |
| VALUE/COST OF CHANGE NOTICE:                                        |                                  | ESTIMATED REVISED AGGREGATE CONTRACT VALUE: |                            |                              |
| \$238,241.00                                                        |                                  | \$3,400,568.55                              |                            |                              |

Effective immediately, this Contract is hereby INCREASED by \$742, 870.60 and the attached Statement of Work is incorporated.

All other terms, conditions, specifications, and pricing remain the same.

Per vendor agreement, DTMB Procurement approval, and State Administrative Board approval dated September 30, 2013.

## **Article 1 – Statement of Work (SOW)**

### **Project Objective**

CaseLoad will approach this project armed with “best-practices procedures” for implementing their Commercial Off-the- Shelf Software (COTS) and customizing to meet the DTMB’s unique requirements.

The following sections outline the various components to this preliminary plan and can be further modified in order to confirm to the SUITE methodology.

### **Roles and Responsibilities**

For this project the required staff roles will be as follows:

#### **Michigan Team**

| <b>Name</b> | <b>Agency/Division</b> | <b>Title</b>           | <b>Role</b>                     |
|-------------|------------------------|------------------------|---------------------------------|
| TBD         |                        | Supervisor             | Executive Subject Matter Expert |
| TBD         |                        | Coordinator            | Executive Subject Matter Expert |
| TBD         |                        | Analyst/Programmer     | Executive Subject Matter Expert |
| TBD         |                        | Project Manager        | PM                              |
| TBD         |                        | Contract Administrator | Contract Administrator          |

#### **CaseLoad Team**

| <b>Name</b>       | <b>Title</b>     | <b>Role</b>       |
|-------------------|------------------|-------------------|
| Jason Cull        | Project Manager  | PM                |
| Skweda O’Bomsawin | IT Manager       | Technical Manager |
| Patrick Gibbs     | Data Analyst     | Data Analyst      |
| Ian Craig         | Business Analyst | Business Analyst  |
| Dawn Yang         | QA Analyst       | QA Analyst        |
|                   |                  |                   |

#### **Project Implementation Team**

The first committee is the Implementation Project Team (IPT). The core members will consist of a CaseLoad Project Manager, the DTMB’s Project Lead, and a representative from DTMB’s Information Technology department. There can be other representatives from various departments. The number of members should not exceed seven, including the CaseLoad Project Manager. The IPT will be contributing to the Joint Application Design (JAD) session, reviewing project documentation, conducting user acceptance testing, creating user training materials, and training the end users. We have found that a train-the-trainer approach will achieve maximum results, with minimum impact on your daily operations.

#### **Executive Steering Committee**

The second committee is the Executive Steering Committee (ESC). The core members are the CaseLoad Project Manager, and the Executive Subject Matter Experts. The ESC will discuss the project status on a monthly basis via teleconference call. Its primary purpose is to communicate directly with the project sponsors and to escalate issues that require resolution.

### **Change Management Plan**

The change management plan exists to provide a formal process for:  
Submission and receipt of change requests

Review and logging of change requests  
Determination of the feasibility of change requests  
Approval of change requests  
Implementation and closure of change requests

CaseLoad will utilize the Change Control forms currently utilized by the State of Michigan for this project. Any changes in scope will be measured carefully to ensure the project milestones can still be met. Since time will be of essence during the project, using familiar Change Management procedures and forms should expedite the review process.

## Process

1. Written change request is submitted.
2. Project manager logs change request.
3. Project Implementation Team evaluate change request and estimate impact to scope, schedule, and cost.
4. Project manager takes change request to Steering Committee.
5. Steering Committee reviews change request and either approves or rejects it.
6. Project manager updates project change and decision log to reflect decision made by change review board.
7. Stakeholders, sponsors, and team members are notified of decision about change request.
8. If approved, the Contract Administrator will submit a request for change to the Department of Technology, Management and Budget, Purchasing Operations Buyer, who will make recommendations to the Director of Purchasing Operations regarding ultimate approval/disapproval of change request. If the DTMB Purchasing Operations Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the Purchasing Operations Buyer will issue an addendum to the Contract, via a Contract Change Notice.

## Communications Management Plan

This Communications Management Plan sets the communications framework for this project. It will serve as a guide for communications throughout the life of the project and will be updated as communication needs change. The Project Manager will take a proactive role in ensuring effective communications on this project. The communications requirements are outlined below:

## Weekly Project Status Report

**Delivery Method:** Email

**Format:** In accordance to Michigan's Project Status Report SUITE template

**Attendance:** Implementation Project Team

### **Components:**

Executive Summary of activity during the report period

Accomplishments during the reporting period

- Accomplishments indicate specific work started or completed and not work in process

Deliverable status

Schedule status

Change Control

Maintenance Activity (if any)

Planned accomplishments during the coming report period

- Planned Accomplishments indicate specific work started or completed and not work in process

Action Item status

Issues

- The Log may be attached rather than material copied into the actual Project Status Report

## Risks

### **Bi Weekly Performance Review Meetings**

**Delivery Method:** Teleconference

**Format:** To Be Determined

**Attendance:** Project Managers and Executive Subject Matter Experts

**Components:**

Review of the Project Implementation Team's performance

### ***Security Assessment and Plan***

CaseLoad will work with the DTMB team to implement the Security Assessment and Plan.

### **Initial Test Plan**

While any customizations are in development, the preparation of test plans will be prepared. Each test plan will follow the green/perfect path or various auxiliary paths based upon the development workflow models.

The test plans will be prepared by CaseLoad and may be used by the IPT to perform their own User acceptance Testing.

An example of a step within a test plan may look like this:

| #      | Action Steps                    | Expected Result                                                                                                                                                                         | Actual Result |
|--------|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 22.1.5 | Generate Acknowledgement Letter | <ul style="list-style-type: none"><li>• letter is generated as PDF with address of claimant</li><li>• Acknowledgement Letter appears in Document List with Timestamp of today</li></ul> |               |

When a step is performed and the actual results differ from the expected results, the actual results will be documented or a reference number will be noted and cross referenced to the Issue Management System.

### **Issue Management**

CaseLoad uses an Issue Management System for all client projects. All members of the Implementation Project Team will be provided with a user ID and password and invited to log issues and questions on the system for resolution. Since rolling out the system, CaseLoad has been able to efficiently track items in a central repository and report on their progress. This system will allow for the logging of the following components:

- Description of issue
- Issue identification date
- Responsibility for resolving issue (a single owner).
- Priority for issue resolution (to be mutually agreed upon by the State and the Contractor)
- Resources assigned responsibility for resolution
- Updates (indicating date and progress made towards resolution of the issue)
- Resolution date
- Resolution description

Issues shall be escalated for resolution from level 1 through level 3, as defined below:

Level 1 – Business leads

Level 2 – Project Managers

Level 3 – Executive Subject Matter Experts (SME's)

## **Project Plan and Implementation Assumptions**

The follow pages provide a general overview of what takes place in each phase, as well as the project schedule, the list of deliverables, and finally, the any assumptions.

The project itself will be broken out into 6 phases. Each phase is described in detail below along with the resources that will be required from CaseLoad, MAHS and DTMB.

### **Phase 1 – Planning and Base Software Delivery**

#### Description

The first phase will involve the identification of the individuals who will make up the Implementation Project Team (IPT). The IPT will need to consist of the following:

- **Administrator of the application** – front end administration
- **Subject Matter Experts** – Those who have the knowledge to map the business process and will be able to verify that the system is configured appropriately
- **Internal Trainer**
- **Project Manager**

During this phase the PMs from both MAHS and CaseLoad will finalize the project schedule. In addition, the project site will be created on the CaseLoad servers and the base myCaseLoad software version 6.2 will be delivered to MAHS.

#### Resources

- MAHS PM
- CaseLoad PM

### **Phase 2 – Kickoff, Admin Overview and Info Gathering**

#### Description

The second phase will see the kickoff meeting taking place which allows for IPT to obtain exposure to the project schedule and get an understanding of their role within it. This will roll into the Admin Training that will provide a high level overview of the admin functions available within the system.

After the training, the IPT will focus on clearly establishing the requirements as they relate to:

- Workflow mapping
- Batch Printing
- Interface Requirements

These sessions are facilitated by the CaseLoad Business Analyst

Once captured, these requirements will then be documented for review and sign off.

#### Resources

- IPT
- DTMB Technical Analyst (Batch printing and Interface)
- CaseLoad BA

### **Phase 3 – Execution Phase**

#### Description

This phase will involve the entering of administration settings into the system by the Administrator as well as the creation of the workflows by the CaseLoad BA. These workflows will be reviewed by the IPT so that they can provide feedback as they are developed and ultimate sign off.

#### Resources

- IPT
- CaseLoad BA

### **Phase 4 – Customizations**

#### Description

This phase will see the development of the customizations relating to the batch printing and interface taking place. As well, an overview of the how mail merge templates are created will be conducted so that the appropriate individuals from the IPT can create the mail merge templates and their associated stored procedures. Any reports that are to be created by the MAHS team will take place during this phase.

#### Resources

- IPT
- DTMB Data Analyst (Stored Procedures)
- CaseLoad Development Team

### **Phase 5 – Testing**

#### Description

This phase will see the establishment of the technical environment that will house myCaseLoad within Michigan. A local install will then take place whereby the system that was configured on CaseLoad's Toronto servers will be lifted and relocated onto the Michigan servers. From there, technical testing of the system will occur to ensure the system and interfaces are functioning as they should. Once completed, user acceptance testing (UAT) will commence.

CaseLoad resources will be addressing any issues that surface while the UAT is underway leading up to testing sign off.

Time has also been allotted to allow the MAHS internal trainer to develop any specific training material they wish to utilize during the Deployment Phase.

#### Resources

- IPT
- DTMB Technical Analyst
- DTMB Data Analyst
- MAHS Testers
- CaseLoad BA
- CaseLoad Data Analyst
- CaseLoad Technical Analyst
- CaseLoad Development Team

### **Phase 6 – Deployment**

#### Description

End user training takes place in this phase followed by the establishment of the production environment just prior to going live!

Resources

- IPT (Trainer)
- MAHS Business users
- CaseLoad BA

**Milestones**

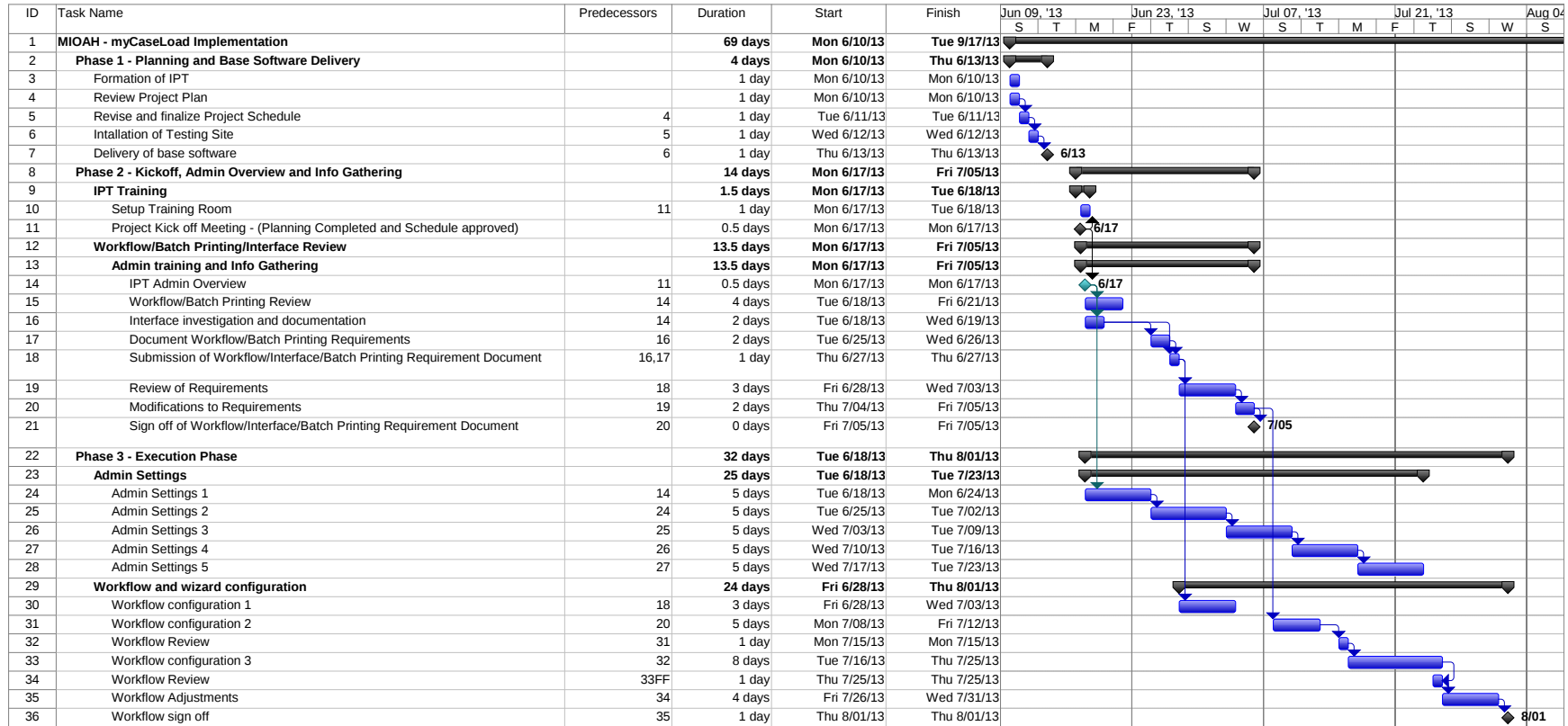
The following table provides a breakdown of the deliverables that will take place throughout the implementation.

| Task                                                               | Deliverable                                                                                                                                      |
|--------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Phase 1 – Planning and Base Software Deliver</b>                |                                                                                                                                                  |
| Software Delivery                                                  | Base myCaseLoad software                                                                                                                         |
| <b>Phase 2 – Kickoff, Admin Overview and Information Gathering</b> |                                                                                                                                                  |
| Project Kickoff                                                    | Approved project schedule, kickoff meeting                                                                                                       |
| IPT Admin Overview                                                 | On site session                                                                                                                                  |
| Sign off of Workflow/Interface/Batch Printing Requirement Document | Microsoft Word document detailing the workflow, interface and batch printing requirements                                                        |
| <b>Phase 3 - Execution Phase</b>                                   |                                                                                                                                                  |
| Workflow Sign off                                                  | Review of the workflows developed by the CaseLoad Business Analyst on the Project Site located in Toronto                                        |
| <b>Phase 4 - Customizations (Interface/Batch Printing)</b>         |                                                                                                                                                  |
| Live Meeting - Sprint 1 Development Review                         | Live Meeting review of the customizations that have been developed in order to address the interface, purging and batch printing requirements    |
| <b>Phase 5 - Testing</b>                                           |                                                                                                                                                  |
| Local Test Install of myCaseLoad software                          | Successful installation of the fully configured system onto the Michigan servers                                                                 |
| Testing Sign off                                                   | After UAT, a formal sign off that the system is appropriately addressing the business requirements as outlined in the documentation from Phase 2 |
| <b>Phase 6 – Deployment Phase</b>                                  |                                                                                                                                                  |
| Go Live                                                            | Production system goes live                                                                                                                      |

## Change Notice Number 6

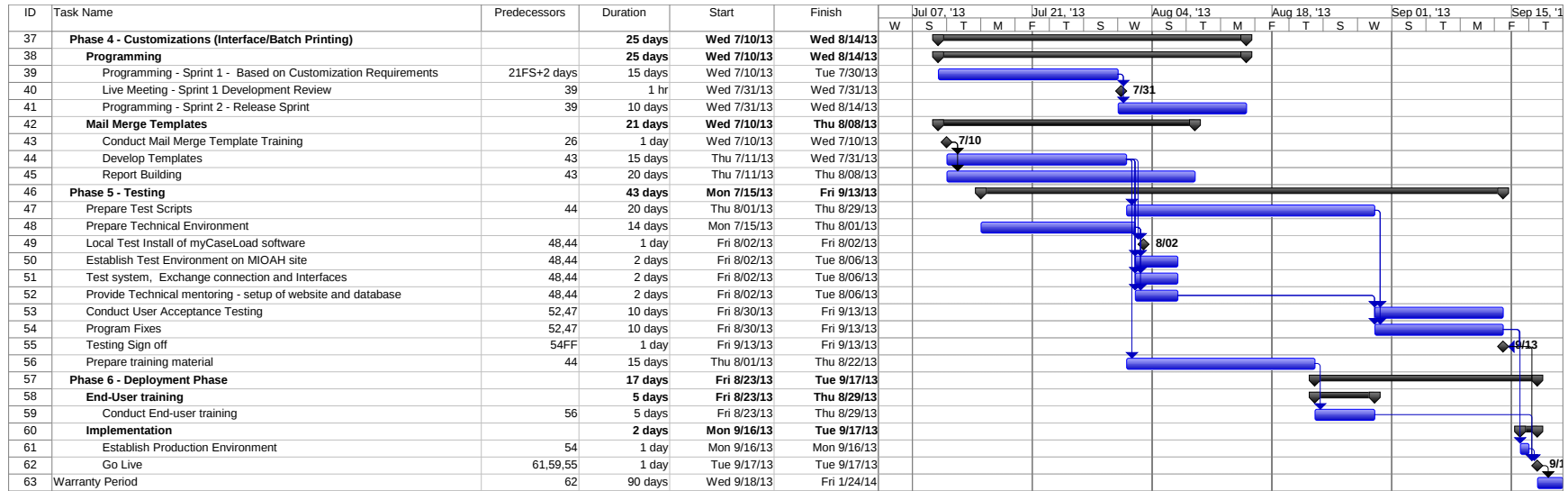
Contract Number 071B0200162

# Initial Project Schedule



## Change Notice Number 6

Contract Number 071B0200162



## Pricing Section

The prices below reflect the need to have the system up and running by the first of October. In order to meet this requirement we have increased the resource level by 25%. And included Software licenses that would be required to have a separate instance of myCaseLoad, strictly for the use of MAHS and DHS referred cases.

## Pricing Descriptions

**Project Implementation Services** – Includes all CaseLoad services for implementation of the base module, and added modules (e-Filing excluded). These services include but not limited to the following: Project planning, JAD sessions, testing, documentation, and post implementation review and warranty period.

**Software Licenses**- All software licenses required to meet the DHS requirements that are the same Modules as those licensed by MAHS

**Yearly Software Subscription**- All yearly software support and maintenance required for the separate instance of the software not covered under the MAHS license agreement.

**Customizations**- This includes the Interface to the DHS system, Purge script and the Batch Printing. Please see assumptions below.

Please see all pricing assumptions listed below the customization table. Invoicing will be based on Milestone deliverables outlined in the project plan.

## Total Cost Summary

| Summary                 |              |
|-------------------------|--------------|
| Description             | Total        |
| Implementation Services | \$114,295.00 |
| Software Licenses       | \$66,300.00  |
| Software Subscription   | \$13,881.00  |
| Software Customization  | \$22,365.00  |
| <b>\$211,241.00</b>     |              |

## Software Breakdown

| DHS                                     |                  |                 |          |                    |
|-----------------------------------------|------------------|-----------------|----------|--------------------|
| License Costs                           |                  |                 |          |                    |
| License Costs                           | Unit Description | Unit Price (\$) | Quantity | Total (\$)         |
| myCaseLoad Base Module                  | Organization     | \$30,600.00     | 1        | \$30,600.00        |
| Standard Edition User                   | Named User       | \$1,662.50      | 0        | \$0.00             |
| Workflow Designer                       | Named User       | \$3,060.00      | 2        | \$6,120.00         |
| Full Text Search Module                 | Organization     | \$4,080.00      | 1        | \$4,080.00         |
| eFiling Module                          | Organization     | \$10,200.00     | 0        | \$0.00             |
| Community Website Module                | Organization     | \$10,200.00     | 0        | \$0.00             |
| Exchange Base Module (Unlimited nusers) | Organization     | \$10,200.00     | 1        | \$10,200.00        |
| WebServices Module                      | Named User       | \$15,300.00     | 1        | \$15,300.00        |
| <b>Licenses Total:</b>                  |                  |                 |          | <b>\$66,300.00</b> |

| Subscription Fees                |  |                 |          |                    |
|----------------------------------|--|-----------------|----------|--------------------|
| Subscription Fees                |  | Unit Price (\$) | Quantity | Total (\$)         |
| myCaseLoad Base Module           |  | \$6,426.00      | 1        | \$6,426.00         |
| Workflow Designer                |  | \$630.00        | 2        | \$1,260.00         |
| Full Text Search Module          |  | \$840.00        | 1        | \$840.00           |
| eFiling Module                   |  | \$2,142.00      | 0        | \$0.00             |
| Community Website Module         |  | \$2,142.00      | 0        | \$0.00             |
| Exchange Base Module (unlimited) |  | \$2,142.00      | 1        | \$2,142.00         |
| WebServices Module               |  | \$3,213.00      | 1        | \$3,213.00         |
| <b>Subscription Total:</b>       |  |                 |          | <b>\$13,881.00</b> |

## Customization Breakdown

| Customization Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Net Cost |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| DHS Interface Assumptions:<br>1. The interface is going to be an SSIS package<br>2. The interface is going to retrieve the information to import from a flat file located on the SQL Server or a shared drive<br>3. The entered data will not require any validation<br>4. The interface doesn't need to perform business rules before importing the data (except for normal validations from the web service)<br>5. All the fields are already in myCaseLoad and accessible through the intake case web service<br>6. Documents (PDF, DOCX or others) may or may not be imported at the same time<br>7. Data coming from one source. | 9,450    |
| Custom Batch Printing: myCaseload to combine the labels for cases so that they print on one sheet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 8,505    |
| SQL script to purge out of date data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 4,410    |

### Assumptions

- All prices are in US dollars
- Unless otherwise noted, unit prices are valid for 120 days of receipt.
- Product licenses are a one-time purchase.
- This quote excludes hardware and system software such as operating systems & databases
- Subscription fees are prepaid annually and include software enhancements, bug fixes and support for 2 client representatives. The client representative would be a total for all organizations on the MAHS contract.
- Prices include travel and expenses.
- All implementation activities will be schedule independently to the MAHS implementations.
- A payment and milestone schedule will be developed with a project plan. All payments will be due net 30 of the agreed upon milestone payment plan.
- All Licensing costs are payable at contract signing.
- All first year Subscription costs are due on the Go Live date
- Unlimited number of users requiring Exchange integration within DHS or MAHS.
- No report creation is needed by CaseLoad
- No data conversion is required
- No training of the end users by CaseLoad will be required
- No Train the Trainer is required.
- No Implementation and installation training will be required
- No Report Training is required.
- We will create only one new workflow that replicates the workflow that is present in MAHS current installation
- No mail merge creation or training is required.
- No eFiling or Community Website modules are required

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 5**  
 to  
**CONTRACT NO. 071B0200162**  
 between  
**THE STATE OF MICHIGAN**  
 and

| NAME & ADDRESS OF CONTRACTOR:                                                  | PRIMARY CONTACT | EMAIL                                                          |
|--------------------------------------------------------------------------------|-----------------|----------------------------------------------------------------|
| Evans Caseload, Inc.<br>2152 Danforth Avenue, Suite 200<br>Toronto, ON M4C 1K3 | Darryl Evans    | <a href="mailto:daevans@caseload.com">daevans@caseload.com</a> |
|                                                                                | TELEPHONE       | CONTRACTOR #, MAIL CODE                                        |
|                                                                                | 416-762-0236    |                                                                |

| STATE CONTACTS                | AGENCY | NAME         | PHONE        | EMAIL                                                            |
|-------------------------------|--------|--------------|--------------|------------------------------------------------------------------|
| CONTRACT COMPLIANCE INSPECTOR | DTMB   | Toby Pittman | 517-636-5428 | <a href="mailto:pittmant@michigan.gov">pittmant@michigan.gov</a> |
| BUYER                         | DTMB   | Joe Kelly    | 517-373-3993 | <a href="mailto:kellyj11@michigan.gov">kellyj11@michigan.gov</a> |

| CONTRACT SUMMARY:                               |                                              |                                |                                                                     |
|-------------------------------------------------|----------------------------------------------|--------------------------------|---------------------------------------------------------------------|
| DESCRIPTION: Enhanced Document Management - DIT |                                              |                                |                                                                     |
| INITIAL EFFECTIVE DATE                          | INITIAL EXPIRATION DATE                      | INITIAL AVAILABLE OPTIONS      | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW                        |
| April 12, 2010                                  | April 11, 2015                               | 5, 1 Year Option               | April 11, 2015                                                      |
| PAYMENT TERMS                                   | F.O.B                                        | SHIPPED                        | SHIPPED FROM                                                        |
| N/A                                             | N/A                                          | N/A                            | N/A                                                                 |
| ALTERNATE PAYMENT OPTIONS:                      |                                              |                                | AVAILABLE TO MiDEAL PARTICIPANTS                                    |
| <input type="checkbox"/> P-card                 | <input type="checkbox"/> Direct Voucher (DV) | <input type="checkbox"/> Other | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| MINIMUM DELIVERY REQUIREMENTS:                  |                                              |                                |                                                                     |
| N/A                                             |                                              |                                |                                                                     |

| DESCRIPTION OF CHANGE NOTICE:                                                                                                 |                                  |                                             |                            |                              |
|-------------------------------------------------------------------------------------------------------------------------------|----------------------------------|---------------------------------------------|----------------------------|------------------------------|
| EXTEND CONTRACT EXPIRATION DATE                                                                                               | EXERCISE CONTRACT OPTION YEAR(S) | EXTENSION BEYOND CONTRACT OPTION YEARS      | LENGTH OF OPTION/EXTENSION | EXPIRATION DATE AFTER CHANGE |
| <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes                                                           | <input type="checkbox"/>         | <input type="checkbox"/>                    |                            | April 11,2015                |
| VALUE/COST OF CHANGE NOTICE:                                                                                                  |                                  | ESTIMATED REVISED AGGREGATE CONTRACT VALUE: |                            |                              |
| \$742,870.60                                                                                                                  |                                  | \$3,162,345.55                              |                            |                              |
| Effective immediately, this Contract is hereby INCREASED by \$742, 870.60 and the attached Statement of Work is incorporated. |                                  |                                             |                            |                              |
| All other terms, conditions, specifications, and pricing remain the same.                                                     |                                  |                                             |                            |                              |
| Per vendor agreement, DTMB Procurement approval, and State Administrative Board approval dated April 16, 2013.                |                                  |                                             |                            |                              |

## **Article 1 – Statement of Work (SOW)**

### **1.000 Project Identification**

#### **1.001 Project Request**

The State of Michigan (SOM), through the Office of Financial and Insurance Regulation (OFIR), as part of the Department of Licensing and Regulatory Affairs (LARA), with the assistance and support of the Michigan Department of Technology, Management & Budget (DTMB), is requesting a proposal for a Commercial Off-the-Shelf Software (COTS) package and supporting services as part of the system modernization efforts for the OFIR Information System (OIS). Specifically, this Statement of Work is soliciting a proposal for a Customer Relationship Management (CRM) system that can be deployed initially for OFIR's Insurance Evaluation Division and subsequently for up to 11 other divisions within OFIR.

The CRM System will:

- Be a COTS solution employed in other States and modified, as necessary, to meet the requirements included in Appendix B.
- Be accessible 24/7 since users will perform activities outside the normal business day including weekends. However, support will be provided during the normal business day.
- Be covered by a single State-level agreement/license to cover all sites engaged in use of this system.

The project will include all activities and services defined within Article 1 and associated attachments and appendices. The State seeks to have services begin upon award of contract. The duration of the effort to ready and implement into production will be defined by the Contractor in conjunction with OFIR, the OIS Project Management Office (PMO) and the DTMB Project Manager.

#### **1.002 Background**

OFIR is responsible for the regulation of Blue Cross Blue Shield, HMO's, banks, insurance companies, credit unions, investment advisers, securities broker-dealers, consumer finance lenders, insurance agents, and securities agents.

More specifically, OFIR is responsible for regulating the following entities for the State of Michigan that must be integrated into the new OIS:

##### **1. Insurance**

- Insurance Agencies
- Insurance Companies and related entities, including Premium Finance, Risk Retention Groups, Purchasing Groups, Captive Insurers, Public Employee Health Pools, Multiple Employer Welfare Arrangement (MEWA's), and HMO's
- Insurance Individuals (Producers, Adjusters, Solicitors, Counselors)  
Specifically, The Insurance Evaluation Division is responsible for the financial monitoring and the financial review of applications for risk-bearing insurance entities. The Division also evaluates insurance entities reporting negative trends and is responsible for taking appropriate corrective measures. The Division is responsible for
  - the licensing, monitoring and examination of captive insurers.
  - processing corporate applications and amendments of insurance companies.
  - the financial monitoring and analysis of selected domestic insurance companies
  - the on-site financial examinations of insurance entities.
  - Form A licensure (approval to purchase control of a MI regulated domestic company).
  - Annual statement financial reviews.
  - Form D approval requests.
  - Financial review of company applications.

- Approving corporate charters and corporate activity for Michigan domiciled and foreign insurance corporations.
  - Annual assessment invoicing.
  - Financial oversight of insurance entities.
  - Insurance examinations for all domiciled insurance companies and International insurance companies if domiciled in Michigan
2. Consumer Finance
    - Consumer Financial Services Licensees
    - Credit Card Licensees
    - Debt Management Licensees
    - Deferred Presentment Providers
    - Money Transmitter Licensees
    - Mortgage Loan licensees and Registrants
    - Motor Vehicle Installment Seller Licensees
    - Motor Vehicle Sales Finance Licensees
    - Regulatory Loan Licensees
    - Second Mortgage Licensees and Registrants
  3. Banks, including Trust Departments and Bank Holding Companies
  4. Credit Unions
  5. The Office of General Counsel (OGC)
  6. The Policy Division that is responsible for the following:
    - Coordinating legislative activity by: monitoring legislation, reviewing bill analyses and legislative proposals, drafting amendments to legislation and serving as the Department's contact with the Office of the Governor's Legislative Liaison.
    - 2) Communicating the Department's position on legislation and providing input (e.g., suggested amendments) on legislative initiatives to the Governor's Office, legislators, committees and staff, and other departments.
    - 3) Responding to inquiries from legislators and staff, the press, local governments and the public concerning Departmental programs and policies.
    - 4) Maintaining files of legislation affecting the Department, rules promulgated by the Department and its constituent agencies and related documents.

### **1.100 Scope of Work and Deliverables**

#### **1.101 In Scope**

This project consists of the following scope of work that leverages efforts that have been completed to date. The remaining work specified in this SOW aligns closely with the processes included in the State's SUITE methodology:

- Project management
- Verification of business requirements
- Design of modifications to the COTS and interfaces

- Development of modifications to the COTS and interfaces
- Testing of the modified COTS and interfaces in a test environment
- Implementation to production of the modified COTS
  - o Load system into production
  - o Configuration
  - o Interfaces to other systems
  - o Verification of the system in production
    - Including backup
    - Including business recovery
- Training
- Knowledge transfer and transition
- Documentation (See Appendix C – Documentation Standards)
- Reserve bank of hours for future enhancements driven by users or legislation

A more detailed description of the services (work) and deliverables sought for this project is provided in Article 1, Section 1.104, Work and Deliverables.

#### **1.102 Out Of Scope**

Proposal(s) submitted in response to this Statement of Work should consider the following:

- The State will not approve any proposal that includes the custom development of a new system.
- The State will also not approve any proposal for management consulting or re-engineering of processes for the purpose of adapting the State's processes to better fit a proposed system. The State is seeking an existing system that will match - or that can be configured to match - its existing processes.
- The vendor will not be responsible for any installation of software or hardware within the State's systems environment.
- This project will not include data conversion or migration.

#### **1.103 Environment**

The vendor shall conform to the State of Michigan's standard methodology for project management and systems engineering called "**SUITE**" (State **U**nified **I**nformation **T**echnology **E**nvironment). The vendor must adopt the SUITE processes and templates in performance of this project. A detailed description of the SUITE approach can be found at <http://www.michigan.gov/suite>.

References to specific SUITE documents are included in the Deliverables section for each Project Phase. A SUITE deliverable can be identified as a 6-digit document that begins with the letters "SEM" followed by three numeric numbers that correspond to the stages within the software development and implementation life cycle.

#### **Agency Specific Technical Environment**

The solution must be able to be hosted in accordance with the State of Michigan standards as follows:

| Standard Name      | SOM Standards                                                                                |
|--------------------|----------------------------------------------------------------------------------------------|
| Browser (Intranet) | Microsoft IE 8.0                                                                             |
| Browser (Internet) | Microsoft IE 6.0 or above, Firefox 3.0 and above, Chrome 3.0 and above, Safari 4.x and above |

| Standard Name                                            | SOM Standards                                                                                                                                                                      |
|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Technology Framework                                     | JavaScript 2.0<br>.NET Framework 4.0<br>XHTML 2.0<br>XSLT 2.0<br>XML 1.1<br>JEE 6.x<br>JDK 7.x<br>HTML 5<br>Spring 2.5                                                             |
| Rich Client (Operating System)                           | Windows 7                                                                                                                                                                          |
| Web Server                                               | Microsoft IIS 7 and 7.5<br>Apache Tomcat 7.x                                                                                                                                       |
| Database                                                 | Microsoft SQL Server 2008 and 2012<br>Oracle 11g<br>MySQL 5.0 and 5.1                                                                                                              |
| Database Tools                                           | Microsoft SQL Server Management Studio 2005<br>RedGate SQL Toolbelt Bundle<br>DB Artisan 8.7<br>Rapid SQL 7.7<br>Oracle Developer Suite<br>Oracle SQL Developer<br>MySQL Workbench |
| Reporting Tool                                           | Crystal Reports 2008<br>Oracle Reports 11g<br>SQL Server Reporting Services 2008 and 2012                                                                                          |
| Directory Server                                         | Active Directory 2008                                                                                                                                                              |
| Mail Server                                              | Microsoft Exchange Server 2007 and 2010                                                                                                                                            |
| File System Integration                                  | HP Trim<br>IBM FileNet P8<br>OpenText Alchemy<br>EMC Document<br>Microsoft Office Share Point (Portal) Server                                                                      |
| Monitoring Tools Integration<br>(Application & Database) | Compuware Vantageview Suite Integration 11.x<br>CA Spectrum 8.1 and 9.0<br>CA Unicenter 3.1, R11                                                                                   |
| Job Scheduler                                            | UC4 7.1 and 8.0<br>UC4 Operations Manager 8.0<br>BL/Sched Rev 4<br>Tidal Enterprise Scheduler 5.3.1 and 6.0<br>OpCon XPS 4.02.20<br>GECS 4.1, 4.2, 5.0                             |

| Standard Name                    | SOM Standards                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Operating System – (Server side) | HPUX 11i v4<br>Sun Solaris 11.x<br>AIX 7.1<br>Red Hat Enterprise Server 5.x and 6.x<br>Suse Enterprise 11.x<br>Windows 2008                                                                                                                                                                                                                                                  |
| Server Platform                  | HP Proliant DL/ML DL 385 G7, DL 580 G7, DL 585 G7, Superdome Integrity RX3600, RX600, RX7640<br>Sun Fire M3000, M4000, M5000, M8000, M9000-32, M9000-64, X2269 M2, X4170 M2, X4200 M2, X4240, X4440, X4470, X4600 M2, X4800, X4540, Intel Based X2250, Intel Based X4150, Intel Based X4250, Intel Based X4450, Sparc T3-1, T3-2 and T3-4<br>Dell PowerEdge R620, R720, R810 |
| Multi- Factor Authentication     | RSA SecurID                                                                                                                                                                                                                                                                                                                                                                  |
| VMware                           | vSphere 5 (VI replacement) Virtual Cloud Director                                                                                                                                                                                                                                                                                                                            |

#### 1.104 Work and Deliverables to be Provided

To leverage work that has been completed to date for the OFIR Project and to enable the vendor to quickly propose and launch services to implement software for the Insurance Evaluation Division, the State is requesting that the modernization effort for the Insurance Evaluation Division be divided into four distinct Phases:

- Phase One – Project Planning and Requirements Validation
- Phase Two – Functional and System Design
- Phase Three– Configuration, Construction and Testing
- Phase Four – Implementation

The Scope of Work identified for each Project Phase below has been divided into the following sections:

- A general description of each Project Phase
- A description of the required Deliverables for each Project Phase
- The State's responsibilities during each Project Phase
- Acceptance criteria for each Phase

***This Statement of Work requests a fixed price cost and a detailed project plan and proposal from the Contractor for Phase One services and high-level estimated costs, plans, and proposals for Phases Two, Three, and Four.***

***The proposal response to this Statement of Work must be submitted within two weeks (10 business days) of receipt of this Statement of Work and should include the following:***

1. An Executive Overview of the Contractor's approach to the OFIR project, including:
  - Contractor's ability to meet the project's objectives and provide the Phase One, Phase Two, Phase Three, and Phase Four Deliverables included in this SOW.
  - Contractor's process for communicating with the State of Michigan to validate and document requirements, schedule meetings, provide project status, accelerate issues, testing coordination, etc. (Communication Plan).

- Commitment of resources. Specifically, the proposal should clearly identify the tasks that will be performed onsite with OFIR and DTMB staff as well as the Contractor's corresponding resources for each task that will be assigned to the OFIR Project. At a minimum, the resource roles that should be assigned at some point during the project's four phases should include:

- Project Manager
- Application Architect and/or Application Delivery Manager
- Implementation Manager/Specialist
- Training Manager/Trainers

Based upon your review of the attached requirements, if additional Contractor roles may be required (developers, database specialists, etc.) please indicate those positions as well as the names of the personnel that may be assigned to the OFIR Project.

- Description of Contractor's approach to Change Management
- Overview of Software Functionality that includes the Contractor's adherence to the following:
  - The Contractor will provide Commercial Off-the-Shelf (COTS) products that can be configured and customized to meet the requirements contained in Appendix B.
  - Identification of all software components of the baseline COTS solution. This list must be fully consistent with the list of software components included in the Cost Proposal.
  - Verification that the COTS solution will use Windows standards for common functions including, but not limited to, navigation, printing, etc.
  - Identification of the infrastructure requirements for the software proposed. For example, the database and operating systems (including versions) required for maximum effectiveness of the software.
  - Description of the proposed architecture, technology standards and programming environment.
  - Identification of abilities (or limitations) as to the reporting capability including HTML, Excel, Text, PDF, etc.
  - Identification of any/all ancillary software required to support the operational use of COTS. All software/tools must be current version or still supported by the Vendor.
  - Infrastructure recommendations based upon Section 1.103 of this Statement of Work. The Contractor will be required to validate an EA (Enterprise Architecture) Assessment Document created by DTMB that includes:
    - o General and Technical System Requirements that will identify what the solution or product must run on or integrate with, including any standards that must be met, security requirements, service levels and interfaces. The General and Technical System Requirements will also identify the general framework in which the system or product must work, such as: capacity requirements (number of users, concurrent users, number of transactions to be handled, peak usage), documentation, audit and backup and recovery.
    - o Server(s) – such as application, web, database, reporting, web services, etc.
    - o Network Configuration and Security
    - o Printer(s)
    - o Peripheral(s)
    - o Storage Hardware
    - o Other Hardware
- Documented requirements and an estimated schedule for implementing the proposed Development, Test, QA, Training, and Production environments in the State of Michigan Data Center.
- Ability to check software into Team Foundation Server (TFS), the State's collaboration platform for application lifecycle management, and leverage TFS throughout the project.
- Any assumptions that the Contractor has made that may impact any Scope of Work or Costs included in the proposal.

2. A Project Plan with a Project Start Date of November 12, 2012. The Project Plan should contain the following:
  - Detailed tasks for all Phase 1 work, including dependencies and Contractor resource assignments.
  - Dates when deliverables are submitted to the State for review (Phase One Deliverables only).
  - Dates when deliverable approval is expected (Phase One Deliverables only).
  - Estimated start and completion dates for project phase 2, 3, and 4 and all milestone activities and deliverables within each project phase (see description of each project phase below).
  - Time allocated for Contractor to provide a weekly Project Status Report and/or participate in a weekly status meeting throughout the duration of the project.
3. Fixed and estimated costs per Appendix A
  - Software License costs (both initial purchase price and ongoing maintenance/support costs) if applicable in this phase.
  - Implementation services to install the Development, Test, QA, Training, and/or Production environments in the State Data Center if applicable in this phase.
  - A fixed price should be applied to each of the Phase One Deliverables that corresponds with the associated work effort included in the Phase One Project Plan.
  - High-level estimated costs to provide Phase Two, Three, and Four services based upon the Deliverables description for each phase. The estimated costs should correspond with the high-level work effort associated with each phase and any documented assumptions for each phase. These costs may be revised in response to future Statements of Work and as requirements are validated and refined.

## **A. Phase One - Project Planning and Requirements Validation**

### **General Description**

The Contractor will perform Initiation, Planning, and Requirements Validation activities including but not limited to the following:

1. Conduct a project kickoff/orientation meeting
2. Coordinate with SOM Project Manager to incorporate SOM tasks and resources into a revised Baseline Project Plan that includes
  - a. Detailed tasks for all Phase 1 work, including dependencies and resource assignments
  - b. Dates when deliverables are submitted to the State for review (Phase One Deliverables only)
  - c. Dates when deliverable approval is expected (Phase One Deliverables only)
  - d. Estimated Milestone dates for significant Phase Two, Three, and Four deliverables.
3. Participate in Knowledge Transfer session(s) with Requirements Engineer(s) and/or Division stakeholders to review and validate the SEM402 Functional Requirements Specification Document (see Appendix B).
4. Revise (if necessary) the SEM402 Functional Requirements Specification Document and transfer requirements to the SEM401 Requirements Traceability Matrix (RTM) Document.

### **Deliverables**

1. Conduct a project kick-off/orientation meeting. The meeting needs to be coordinated with the SOM Project Manager. An agenda for the meeting must be submitted and approved in advance of the meeting.
2. After approval of the Contractor's response to this Statement of Work, the Contractor Project Manager will coordinate with the SOM Project Manager to incorporate SOM tasks and resources into a revised Baseline Project Plan that includes

- a. Detailed tasks for all Phase 1 work, including dependencies and resource assignments
  - b. Dates when deliverables are submitted to the State for review (Phase One Deliverables only)
  - c. Dates when deliverable approval is expected (Phase One Deliverables only)
  - d. Estimated Milestone dates for significant Phase Two, Three, and Four deliverables.
3. Participate in Knowledge Transfer session(s) with Requirements Engineer(s) and/or Division stakeholders to review, validate, and potentially revise SEM402 Functional Requirements Specification Document (see Appendix B).
- a. Should the documents not be modified, that is, no changes are required, then the Contractor would submit a document stating their acceptance from previous efforts “as-is”.
  - b. If the documents are modified even with clarifications, the Contractor will resubmit them to the DTMB Project Manager for approval.
  - c. If modifications are made that are considered additional work, any impact to the schedule or cost must also be documented and submitted for approval through the change management process.
    - i. No further work (design, etc.) on these proposed changes may occur until written approval is received.
    - ii. However, the Contractor may proceed with work (design, etc.) for requirements accepted “as is”.
    - iii. The Contractor may proceed with work (design, etc.) for “clarifications that did not adjust scope” and ergo have no schedule or cost impact once the modified documents are approved.
4. A Baseline Requirements Traceability Matrix (SEM401) that is based upon the final SEM402 Functional Requirements.
5. The final deliverables for Phase One will be a revised detailed Project Plan and fixed price proposal for Phase Two and revised high-level Project Plans and estimated costs for Phases Three and Four. The Contractor should provide an explanation for any differences in project scope and price between the estimated costs and project plan submitted with this SOW and the fixed price and project plans submitted at the conclusion of Phase One. The detailed Project Plan for Phase Two should designate (a) the Contractor and SOM staff roles that will be required to complete each deliverable; and (b) the percentage of time that the Contractor staff role is estimated to work onsite in Lansing for each deliverable. The revised Project Plan will be considered the final deliverable for Phase One and will be paid upon approval of the plan. The Project Plan will then serve as the foundation for Phase Two and will be updated weekly as part of the project status reporting for Phase Two.

#### **The State's Responsibilities for Phase One**

- The DTMB Project Manager will monitor and provide oversight of the work by the Contractor.
- The SOM will answer questions and provide information when requested by the Contractor.
- The SOM will review any interim deliverables as agreed upon between the DTMB Project Manager and the Contractor Project Manager.
- Create, update, and maintain the SEM301 (Maintenance Plan)
- Create, update, and maintain the PMM-0005 (Resource Plan)
- Create, update, and maintain the PMM-0006 (Risk Management Plan)
- Create, update, and maintain the PMM-0007 (Quality Management Plan)
- Create, update, and maintain the PMM-0008 (Communication Management Plan)
- Create, update, and maintain the PMM-0009 (Change Management Plan)
- Collaborate with Contractor to create, update, and maintain the EA Assessment

- The DTMB Project Manager and designated Division Project stakeholders will review weekly Project Status Reports and attend weekly status meetings.
- The DTMB Project Manager and designated Division Project stakeholders will review all submitted deliverables in accordance with the Acceptance Criteria for Phase One.

#### **Acceptance Criteria for Phase One**

The Project Plan submitted by the Contractor will include dates for the delivery of those deliverables designated above as milestone documents. Phase One will be considered complete upon the signed acceptance of those deliverables. Changes to the delivery schedule for a deliverable must be communicated to the SOM Project Team during a scheduled project status meeting prior to the date scheduled for the delivery of the milestone document, with the changed date reflected in an updated Project Plan.

For deliverables submitted as scheduled in the Project Plan, the DTMB Project Manager will coordinate the review and approval of each deliverable with the appropriate project stakeholders and must respond to the Contractor within three business days of the scheduled receipt of the deliverable indicating approval or rejection of the deliverable. The Contractor may request in writing a review period in excess of three business days for selected deliverables and the State, at its discretion, may accept the longer review period. For deliverables submitted after the agreed-upon scheduled date, the DTMB Project Manager will respond to the Contractor within ten business days after receipt of the deliverable indicating approval or rejection of the deliverable.

If the deliverable is rejected, the DTMB Project Manager must – within three additional business days - identify in writing to the Contractor the specific areas within the deliverable that are considered by the State to be unacceptable. The Contractor must revise the Project Plan to indicate a new submittal date for the deliverable that allocates a three-day review period by the State. After three business days, the DTMB Project Manager will respond to the Contractor indicating approval or rejection of the deliverable and, if rejected, will identify in writing the State's reasons for rejecting the deliverable. This process will continue until the deliverable is either finally accepted or the project is suspended or cancelled.

Upon receipt of the DTMB Project Manager's written acceptance of a deliverable, the Contractor may submit an invoice for the milestone payment associated with the deliverable.

## **B. Phase Two – Functional and System Design**

### **General Description**

The Contractor will perform Application Design activities including but not limited to the following:

1. Based upon the SEM402 Functional Requirements Specification Document and the SEM401 Requirements Traceability Matrix, the Contractor will map the Division's requirements to the software functionality and complete the following SEM documents (or their equivalent):
  - a. SEM501 – Functional Design Document. In essence, the SEM501 will identify requirements as
    - i. Included in the COTS solution requiring no configuration
    - ii. Accommodated in the COTS solution through configuration
    - iii. Not included in the COTS solution, requiring a software enhancement to the COTS package.
  - b. Use Cases (SEM502)
    - i. The Contractor may, at its own discretion, begin development of Test Cases based upon the Use Cases (the Test Cases are included as a Phase Three deliverable).
  - c. SEM602 – System Design Document.
2. In Phase Three, software must be conformed to meet specific Division requirements. Where feasible, the approach in Phase Two should be to identify where and how the COTS solution could be configured to address Division requirements. Based upon functional and technical requirements, the Contractor will provide technical resources to assist the State in understanding how the COTS solution could be leveraged to meet specific functional requirements.
3. The Contractor will provide from the existing COTS solution
  - a. List and layout of existing screens/pages to address functional requirements
  - b. List and layout of existing reports to address functional requirements.
4. If not included in the SUITE Design documentation, the Contractor will describe the approach that will be used to:
  - a. Configure, modify and/or create software features to address functional requirements
  - b. Create mockups of new or modified screens/pages to address functional requirements
  - c. Create mockups of new or modified reports to address functional requirements.
5. The Contractor will describe the approach that will be followed to provide interfaces to other systems on a real time basis.
6. The Contractor will update the Requirements Traceability Matrix (RTM). The RTM provides evidence that all requirements from the Requirements Phase 1.104 A. are included. This will cover the completion of the column marked "Design Specifications", where the Contractor is expected to provide a reference to the approved Design document(s). The Design document will not be considered complete until the updated version of the RTM is approved.
7. The Contractor will continue to attend weekly status meetings and update the Project Plan as needed.

### **Phase Two Deliverables**

1. SEM501 – Functional Design Document, including a detailed description of software enhancements that will be required and the estimated work effort and costs associated with each enhancement. Enhancements that are selected for development will require a corresponding System Design Document (SEM604).
2. Use Cases (SEM502)
3. SEM604 – System Design Document
4. Update of the Requirements Traceability Matrix (RTM). This provides evidence that all requirements are accounted for in the development. This will cover the completion of the column marked "Program Module". The development effort will not be considered complete until the updated version of the RTM is approved.

5. The final deliverables for Phase Two will be a revised detailed Project Plan and fixed price proposal for Phase Three and a revised high-level Project Plan and estimated costs for Phase Four. The Contractor should provide an explanation for any differences in project scope and price between the estimated costs and project plan submitted with this proposal and the fixed price and project plans submitted at the conclusion of Phase One. The detailed Project Plan for Phase Three should designate (a) the Contractor and SOM staff roles that will be required to complete each deliverable; and (b) the percentage of time that the Contractor staff role is estimated to work onsite with OFIR staff for each deliverable. The revised Project Plan will be considered the final deliverable for Phase Two and will be paid upon approval of the plan. The Project Plan will then serve as the foundation for Phase Three and will be updated weekly as part of the project status reporting for Phase Three.

#### **The State's Responsibilities for Phase Two**

- The DTMB Project Manager will monitor and provide oversight of the work by the Contractor.
- The SOM will answer questions and provide information when requested by the Contractor.
- The SOM will review any interim deliverables as agreed upon between the DTMB Project Manager and the Contractor Project Manager.
- Update, and maintain the SEM301 (Maintenance Plan)
- Update, and maintain the PMM-0005 (Resource Plan)
- Update, and maintain the PMM-0006 (Risk Management Plan)
- Update, and maintain the PMM-0007 (Quality Management Plan)
- Update, and maintain the PMM-0008 (Communication Management Plan)
- Update, and maintain the PMM-0009 (Change Management Plan)
- The DTMB Project Manager and designated Division Project stakeholders will review weekly Project Status Reports and attend weekly status meetings.
- The DTMB Project Manager and designated Division Project stakeholders will review all submitted deliverables in accordance with the Acceptance Criteria for Phase Two.

#### **Acceptance Criteria for Phase Two**

The Project Plan submitted by the Contractor will include dates for the delivery of those deliverables designated above as milestone documents. Phase Two will be considered complete upon the signed acceptance of those deliverables. Changes to the delivery schedule for a deliverable must be communicated to the SOM Project Team during a scheduled project status meeting prior to the date scheduled for the delivery of the milestone document, with the changed date reflected in an updated Project Plan.

For deliverables submitted as scheduled in the Project Plan, the DTMB Project Manager will coordinate the review and approval of each deliverable with the appropriate project stakeholders and must respond to the Contractor within three business days of the scheduled receipt of the deliverable indicating approval or rejection of the deliverable. The Contractor may request in writing a review period in excess of three business days for selected deliverables in its proposal and the State, at its discretion, may accept the longer review period. For deliverables submitted after the agreed-upon scheduled date, the DTMB Project Manager will respond to the Contractor within ten business days after receipt of the deliverable indicating approval or rejection of the deliverable.

If the deliverable is rejected, the DTMB Project Manager must – within three additional business days - identify in writing to the Contractor the specific areas within the deliverable that are considered by the State to be unacceptable. The Contractor must revise the Project Plan to indicate a new submittal date for the deliverable that allocates a three-day review period by the State. After three business days, the DTMB Project Manager will respond to the Contractor indicating approval or rejection of the deliverable and, if rejected, will identify in writing the State's reasons for rejecting the deliverable. This process will continue until the deliverable is either finally accepted or the project is suspended or cancelled.

Upon receipt of the DTMB Project Manager's written acceptance of a deliverable, the Contractor may submit an invoice for the milestone payment associated with the deliverable.

## **C. Phase Three – Configuration, Construction, and Testing**

### **General Description**

The Contractor will perform Configuration, Construction, and Testing activities including but not limited to the following:

1. During Phase Three, software must be conformed to meet specific OFIR/State of Michigan requirements. Where feasible, the first approach should be to utilize the configurability of the COTS solution to address OFIR requirements. The Contractor will provide technical resources to assist the State in the final configuration of the COTS solution.
2. In those instances where application configuration cannot meet specified functionality, the Division will have received a proposed work effort and associated costs for each functional "gap" as part of Phase Two. The Contractor will develop those software enhancements that were approved in Phase Two and in accordance with the project plan that was submitted as the final deliverable in Phase Two.
3. For any customized software developed by the Contractor during Phase Three, a Test Plan must be developed and submitted for approval. The Test Plan will guide any testing activity performed by the Contractor and the State and will address each type of test to be conducted through User Acceptance Testing (UAT) by the State's project staff using test scripts developed by the Contractor and approved by the DTMB Project Manager. The testing effort for this project should include:
  - Conducting a Testing Kickoff meeting with appropriate SOM Project staff to orient Division and DTMB personnel on the testing methodology and schedule.
  - Creating a test environment separate from production and training that includes a complete data set to support the various test types.
    - a. Test data will be "real data" (whenever possible), some of which is of a sensitive nature and therefore accessible under the same authorization rules as exists in production
    - b. Verification that the separate test environment is "Ready" prior to User Acceptance Testing (UAT). "Ready" includes:
      - i. System loaded and "ready and able" to be used
      - ii. User testers have access and are able to access the system – Authentication and authorization will be in place to ensure protection of data
      - iii. Reloading system to test including UAT after defects are corrected
      - iv. Reloading test data as requested
  - Provision of a tool to log and report defects from all the various tests including UAT. The tool will be easily accessible to the State to post defects, review activity and run reports
  - Verifying that the tests executed per the Test Plan address the functionality included in a Requirements Specification Document as well as the SEM501 (Functional Design Document) and the SEM604 (System Design Document).
  - A method for logging all reported issues and their resolutions that is easily searchable by both the Contractor and the State. The Contractor shall work with the Division subject matter experts and the DTMB Project Manager to address any errors.
  - Support for the SOM Subject Matter Experts during the User Acceptance Test that includes, but is not limited to, answering questions, investigating and correcting errors, and loading updated code and test data for retest. Though the State will perform UAT, the Contractor will provide business and technical

personnel to monitor progress, investigate and answer questions that may arise and assist users in documenting defects during UAT.

- Verification that all activities in the approved Test Plan have been completed and the application is bug-free. The Contractor will produce a test results document that records the test events, the dates of the events, the test results and the analysis of the results (bugs and resolution). All errors, unless specifically agreed to in writing by the DTMB Project Manager, will be corrected by the Contractor before completion of UAT. Should a defect prevent continuation of testing by more than one business day, the State is not held responsible for schedule and associated costs of the delay.
4. Update of the Requirements Traceability Matrix (RTM). This should reflect that all requirements have been accounted for in testing and the software has performed as expected.
  5. The Contractor shall create and submit all documentation and plans that will be needed for the State to adequately prepare for Phase Four Implementation activities.

### **Phase Three Deliverables**

The following Deliverables will not be considered complete until the DTMB Project Manager has formally accepted them. Deliverables for this project phase include:

1. The Contractor shall develop a written Test Plan (SEM602) that will be approved prior to the execution of testing. At a minimum, the Test Plan shall include the following types of tests:
  - Unit Testing
  - Integration Testing that validates all functions work in unison as software enhancements are developed
  - Functional Testing
    - This occurs in conjunction with integration testing.
    - This ensures that the new system is handling data correctly, receiving inputs from users and files, performing data error checks and input validation, passing data between modules correctly, storing and retrieving data correctly, printing reports and presenting the proper error messages to users.
  - Performance and Stress Testing
    - This occurs after integration and functional testing is complete and involves testing application procedures and functions with the increasing data and user load to ensure that the response time is within contract and user standards.
    - Performance testing involves the responsiveness of the system in an environment equivalent to production.
    - The production-like environment at the State will be provided in the QA environment.
    - Stress testing involves measuring how the application will perform in an environment equivalent to production and in response to increasing demand by simulating the following:
      - o Increasing the number of users
      - o Increasing the complexity of the tasks which the users are performing
      - o Increasing the number of tasks the users perform, with the final load test demonstrating the ability to handle expected peak demand
    - Performance and stress test results will be documented no less than weekly and any concerns will be identified with corresponding recommendations to correct and improve performance.
    - The Contractor shall perform this test prior to submitting code to the State for UAT.
  - System Test
    - This involves validating that all of the functions work in unison.
    - The Contractor shall perform this test prior to submitting code to the State for UAT.
    - All errors identified in System Testing (unless specifically agreed to in writing by the DTMB Project Manager) will be corrected before the system is turned over to the State for UAT.

- Errors are not considered as closed until verified at the same level of testing as occurred. Therefore, for example, an error during performance test must be verified in performance test as corrected prior to closure.
  - Should a defect prevent continuation of testing by more than one business day, the State is not held responsible for schedule and associated costs due to the delay.
  - During system test, performance test, stress test and UAT, the Contractor will monitor, track/report and if necessary identify issues to address:
    - o System performance
    - o Computer resource usage
  - User Acceptance Testing – The Contractor will submit a User Acceptance Checklist (SEM805) and updated Requirements Traceability Matrix (SEM401) to the DTMB Project Manager prior to the start of User Acceptance Testing. Though the State will perform UAT, the Contractor will provide business and technical personnel to monitor progress, investigate and answer questions that may arise and assist users in documenting defects during UAT
    - All errors, unless specifically agreed to in writing by the DTMB Project Manager, will be corrected by the Contractor before completion of UAT. Should a defect prevent continuation of testing by more than one business day, the State is not held responsible for schedule and associated costs of the delay.
    - Creation of a test results report that records the test events, the dates of the events, the test results and the analysis of the results (defects and resolution)
  - Regression Testing – As required during Phases Three and Four, the Contractor will be required to re-execute specific test cases to ensure defects are fixed, to find new defects that may have been introduced, and to confirm all software features are functioning properly.
2. Update of the Requirements Traceability Matrix (RTM). This should reflect that all requirements have been accounted for in testing and the software has performed as expected. This will cover the completion of the column marked “Test Case”, where the Contractor is expected to provide a reference to approved Test Cases. The Test Case document(s) will not be considered complete until the updated version of the RTM is approved.
  3. Loading of COTS software in the State’s Test Environment
  4. Final Transition Plan (SEM701) that includes the Contractor’s approach to Knowledge Transfer (Baseline Knowledge Transfer Plan - see Phase Four General Description requirements).
  5. The Installation Plan (SEM702) for the Phase Four implementation
  6. Training Plan (SEM703)
  7. The final deliverable for Phase Three will be a revised detailed Project Plan and fixed price proposal for Phase Four. The Contractor should provide an explanation for any differences in project scope and price between the estimated costs and project plan submitted with this proposal and the fixed price and project plans submitted at the conclusion of Phase Two. The detailed Project Plan for Phase Four should designate (a) the Contractor and SOM staff roles that will be required to complete each deliverable; and (b) the percentage of time that the Contractor staff role is estimated to work onsite with OFIR staff for each deliverable. The revised Project Plan will be considered the final deliverable for Phase Three and will be paid upon approval of the plan. The Project Plan will then serve as the foundation for Phase Four and will be updated weekly as part of the project status reporting for Phase Four.

### **The State's Responsibilities for Phase Three**

- The DTMB Project Manager will monitor and provide oversight of the work by the Contractor.
- The SOM will answer questions and provide information when requested by the Contractor.
- The SOM will review any interim deliverables as agreed upon between the DTMB Project Manager and the Contractor Project Manager.
- The SOM will provide access to OFIR personnel and DTMB architects and technical specialists when requested by the Contractor and as agreed by the DTMB Project Manager.
- The SOM will provide examples of data in the current system in order to assist the Contractor in producing test data.
- The SOM will participate in the development of test plans, scripts and schedule.
- The DTMB Project Manager will assemble the User Acceptance test team in conjunction with the Division and the Contractor.
- The DTMB Project Manager will coordinate with the test team to verify full access to the environment prior to User Acceptance Testing.
- The SOM will perform the User Acceptance Testing in accordance with the approved Test Plan.
- The DTMB Project Manager and designated project stakeholders will review weekly Project Status Reports and attend weekly status meetings.
- The DTMB Project Manager and designated Project stakeholders will review all submitted deliverables in accordance with the Acceptance Criteria for Phase Three.

### **Acceptance Criteria for Phase Three**

The revised Project Plan submitted by the Contractor at the conclusion of Phase Two will include dates for the submission of deliverables designated as milestone documents. Changes to the delivery schedule for a milestone document must be communicated to the SOM Project Team during a scheduled project status meeting prior to the date scheduled for the delivery of the milestone document, with the changed date reflected in the updated Project Plan.

For deliverables submitted as scheduled in the Project Plan, the DTMB Project Manager will coordinate the review and approval of each deliverable with the appropriate project stakeholders and must respond to the Contractor within three business days of the scheduled receipt of the deliverable indicating approval or rejection of the deliverable. The Contractor may request in writing a review period in excess of three business days for selected deliverables in its initial project plan and the State, at its discretion, may accept the longer review period. For deliverables submitted after the agreed-upon scheduled date, the DTMB Project Manager will respond to the Contractor within ten business days after receipt of the deliverable indicating approval or rejection of the deliverable.

If the deliverable is rejected, the DTMB Project Manager must – within three additional business days - identify in writing to the Contractor Project Manager the specific areas within the document that are considered by the State to be unacceptable. The Contractor Project Manager must revise the Project Plan to indicate a new submittal date for the deliverable that allocates a three-day review period by the State. After three business days, the DTMB Project Manager will respond to the Contractor Project Manager indicating approval or rejection of the deliverable and, if rejected, will identify in writing the State's reasons for rejecting the deliverable. This process will continue until the deliverable is either finally accepted or the project is suspended or cancelled.

Upon receipt of the DTMB Project Manager's written acceptance of a deliverable, the Contractor may submit an invoice for the milestone payment associated with the deliverable.

## **D. Phase Four – Implementation**

### **General Description**

The Contractor will perform Implementation activities including but not limited to the following:

1. Update the Installation plan (SEM702) that was created and submitted in Phase Three.
2. Provide an Installation Guide that includes a checklist of installation activities that can be used repeatedly as/if required.
3. Validate the installation guide and checklist and modify as/if required.
4. If not deployed in previous phases, the Production environment for the State-hosted system will be installed, including verification of readiness.
5. Provide support to DTMB for all product-related installations.
6. Submit a weekly report on system performance that includes identification of problems/concerns as well as recommendations to address any identified issues.
7. Monitor system performance and resolve issues as defined through users or system monitoring.
8. Knowledge Transfer. Since this is a State-hosted solution, the State believes that the transition to DTMB for Operations Services would occur before the application is implemented. However, if the Contractor believes otherwise, the Contractor will perform Knowledge Transfer/Transition activities including but not limited to the following:
  - Knowledge transfer must minimally include the following:
    - Operational knowledge (including administration and security)
    - Maintenance/support knowledge
  - The knowledge transfer plan must be completed including approval at least 30 days prior to the scheduled implementation/Go-Live of the Division's System
  - The knowledge transfer plan will describe the approach, tasks/steps, staffing levels and roles and responsibilities of the State and Contractor to ensure State resources secure sufficient knowledge to serve as primary support for operations from the Go-Live date
  - The plan will include a checklist of items to transfer to ensure each item is tracked to completion
  - The plan will include a detailed project schedule developed and tracked throughout this activity
  - No later than 20 business days before completion of the warranty period, the Contractor will issue a Transfer Evaluation Report defining any concerns or deficiencies during this Knowledge Transfer with recommendations to resolve the problems. The Transfer Evaluation Report will include:
    - Task level schedule status
    - Training provided for each recipient and remaining for each recipient
    - Risks and issues with actions, owners and target dates for resolution
9. Perform Training activities including but not limited to the following:
  - Training sessions must be completed before the Division system goes into production
  - Training materials must be in a State-supported tool that permits modification (such as Word, PowerPoint, etc.)
  - Training materials (including anything online) can't illustrate real data. Names, identification number, etc. must reflect fictitious information to protect confidentiality of individuals.
  - Training will occur in a training system, separate from production and separate from testing
  - Training for Division staff must enable users to perform their intended responsibilities with the Division's system
  - Training for DTMB must also enable technical staff to take primary operational control at implementation
10. Provide additional "Indirect" training support for users through Online Help
  - Online training will exist for the OFIR staff
  - Online training will be available and usable during UAT – the Contractor will secure written feedback during UAT and modify as required
  - Online Help should include "how to do" for normal workflow of each role

- Online Help should include the ability to reflect common questions and answers (organized by role). These questions and answers should exist in a format that will enable OFIR staff to add, change or delete content as old problems go away or new problems are identified (i.e., features hardest to understand and features generating the most calls).
11. Validate that all checklist items identified in the Installation plan (SEM702) that must be completed prior to the cutover to the Production System ("Go Live") have been completed.
  12. Provide onsite support for cutover to Production System ("Go Live").
  13. Provide a warranty period of no less than 90 days and "Final Acceptance" of all software deliverables. The system will not be considered under "maintenance and support" until passage of the predefined time and closure of material deficiencies as identified by users or through Contractor-conducted monitoring of the system. "Final Acceptance" shall be considered to occur when all software deliverables have been approved by the State and have been operating in production without any material deficiency for fourteen (14) consecutive days. Warranty service should include:
    - Level One Phone Support
    - Direct troubleshooting as needed to define a problem's root cause, recommend solution(s), and secure correction.
  14. Perform Software Maintenance and Support activities to the Division's system (the modified COTS solution) that will include but are not limited to:
    - Commencement upon "Final Acceptance" of all software deliverables
    - Performance maintenance that includes the following services:
      - Improve the performance, maintainability or other attributes of an application system
      - Data table restructuring
      - Data purges and/or archiving to reduce/improve data storage
      - Run time improvements
      - Replace utilities to reduce run time
      - Potential problem correction
      - Data set expansions to avoid space problems
      - Performance maintenance changes will be performed in a monthly patch release or, for major changes requiring significantly more time to develop, test and implement, the changes should be completed as part of a development release or quarterly release
        - o Said activity needs to be scheduled to minimize impact to users recognizing they have access 7x24
        - o Said activity must be communicated (broadcast message or other acceptable alternative) so users are aware prior to the outage
      - Activities that typically can be completed independent of a production release (i.e. data set expansions, data purges, etc.) may be completed on a more frequent basis (i.e. daily or weekly)
    - System Maintenance - refers to regular and routine work performed by the Contractor on the Insurance Evaluation Division system and any ancillary systems or interfaces run by the Contractor under this contract that includes:
      - Any work required to correct defects in the system operation as required to meet requirements.
      - Any routine file maintenance to update any information required for operation of the system such as data changes, constructing new edits, investigating batch job failures, investigating and correcting application defaults, repairing problems due to operator or schedule error, rectifying problems due to web page, program, object, class, scripts, control language, or database errors, repairing security

problems, repairing and restoring corrupted files, table structures, and databases, rectifying incorrect documentation, and repairing problems due to jobs run with incorrect data.

- Adaptive and Preventative Maintenance
  - Adaptive and Preventative Maintenance addresses upgrades to the system due to technical changes to system components to keep the system maintainable, including the following services:
    - o Upgrades or patches of the application server, Windows components, java virtual machine, operating system, RDMBS, or other system and application software.
    - o Software modifications and upgrades necessary because of expiring vendor support
    - o Hardware, database or application conversions that do not modify user functionality
    - o One-time loads or reformats of data
    - o Report distribution changes
    - o Disaster recovery plan activities
  - The changes should be transparent to the user
  - Adaptive release changes will be performed in a scheduled patch release
  - For major upgrades requiring a more significant amount of time to develop, test and implement, the changes should be completed as part of a development release or a quarterly release
- Updated Documentation
- Management Reporting
- A process for escalation to ensure timely resolution of critical problems
- A single point of contact (SPOC) to receive notification of problems
- Provision of an annually renewable contract
- Support to a State-hosted solution
  - Provide support to troubleshoot problems if so requested by the State technical resources within 30 minutes of request between the hours of 8 a.m. to 5 p. m. Eastern Time during normal business days or if after hours, within 30 minutes of start of the next business day
  - Provide system enhancements/upgrades via remote access during non-business hours to avoid disruption to users unless an exemption is granted in writing by the State
  - Provide adaptive and preventative maintenance via remote access during non-business hours to avoid disruption of users unless an exemption is granted, in writing, by the State
- The Contractor will perform Reserve Bank activities for future enhancements including but not limited to the following:
  - The State intends to establish funding for up to 2,000 hours over the initial term of the contract for related development; that is, additional modifications to the Division System as implemented at the State. Actual funding for enhancements will occur on a yearly basis, and there is no guarantee as to the level of funding, if any, available to the project. The State may request additional hours if the option years are exercised.
  - The State will submit a Statement of Work (SOW) to the Contractor for the additional training and enhancements requested and the Contractor will provide a written price proposal. Upon review and approval by the DTMB Project Manager, a Purchase Order release will be issued to the Contractor for the project to begin.

### **Phase Four Deliverables**

The following Deliverables will not be considered complete until the DTMB Project Manager has formally accepted them. Deliverables for this project phase include:

1. Revised Installation plan (SEM703) including Revised Baseline Knowledge Transfer Plan (if needed)
2. Installation guide including checklist
3. System Administration Guide
4. Support for Training, QA, and Production environments (if installed during this phase)
5. Training materials suitable for each audience/role and per the Training Plan
  - This includes teacher and recipient materials (slides, handouts, exercises, etc.)
    - All training materials provided as deliverables become the property of the State
  - This includes online “how to do” and question and answer facilities
6. Formal Training for Division staff
7. Formal DTMB training
8. Onsite support for cutover to Production System (“Go Live”)
9. Management Reports including the weekly performance log through the warranty support period
10. Completion of the warranty period
11. Transfer Evaluation Report
12. Resolution of issues during the warranty period from users and through monitoring of systems performance

### **The State’s Responsibilities for Phase Four**

- The DTMB Project Manager will monitor and provide oversight of the work by the Contractor.
- The SOM will answer questions and provide information when requested by the Contractor.
- The SOM will review any interim deliverables as agreed upon between the DTMB Project Manager and the Contractor Project Manager.
- The SOM will provide access to OFIR personnel and DTMB architects and technical specialists when requested by the Contractor and as agreed by the DTMB Project Manager.
- The DTMB Project Manager and designated project stakeholders will review weekly Project Status Reports and attend weekly status meetings.
- The DTMB Project Manager and designated Project stakeholders will review all submitted deliverables in accordance with the Acceptance Criteria for Phase Four.
- The DTMB Project Manager will update and publish the Final Maintenance Plan (SEM301).
- The SOM will provide access to SOM facilities and equipment as or if necessary to support the production run of the new software.
- Participate in Performance Improvement and Evaluation Review (PIER)

### **Acceptance Criteria for Phase Four**

The Project Plan submitted by Contractor will include dates for the delivery of those deliverables designated above as milestone documents. Phase Four will be considered complete upon the signed acceptance of those deliverables. Changes to the delivery schedule for a deliverable must be communicated to the SOM Project Team during a scheduled project status meeting prior to the date scheduled for the delivery of the milestone document, with the changed date reflected in the updated Project Plan.

For deliverables submitted as scheduled in the Project Plan, the DTMB Project Manager will coordinate the review and approval of each deliverable with the appropriate project stakeholders and must respond to Contractor within three business days of the scheduled receipt of the deliverable indicating approval or rejection of the deliverable. Contractor may request in writing a review period in excess of three business days for selected deliverables in its initial project plan and the State, at its discretion, may accept the longer review period. For deliverables submitted

**Change Notice Number 5**

**Contract Number 071B0200162**

after the agreed-upon scheduled date, the DTMB Project Manager will respond to Contractor within ten business days after receipt of the deliverable indicating approval or rejection of the deliverable.

If the deliverable is rejected, the DTMB Project Manager must – within three additional business days - identify in writing to the Contractor the specific areas within the deliverable that are considered by the State to be unacceptable. The Contractor Project Manager must revise the Project Plan to indicate a new submittal date for the deliverable that allocates a three-day review period by the State. After three business days, the DTMB Project Manager will respond to the SA Project Manager indicating approval or rejection of the deliverable and, if rejected, will identify in writing the State's reasons for rejecting the deliverable. This process will continue until the deliverable is either finally accepted or the project is suspended or cancelled.

Upon receipt of the DTMB Project Manager's written acceptance of a deliverable, Contractor may submit an invoice for the milestone payment associated with the deliverable.

### **Appendix A – COST TABLE**

| #                                                              | Work and Deliverables Services to be Provided                                                                                                | Estimated Hours | Milestone Payment for Deliverable |
|----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------|
| <b>Phase One: Project Planning and Requirements Validation</b> |                                                                                                                                              |                 |                                   |
| 1.                                                             | Phase One Detailed Microsoft Project Plan                                                                                                    |                 | <b>\$800</b>                      |
| 1.a                                                            | Phase Two High-Level Microsoft Project Plan                                                                                                  |                 | <b>\$800</b>                      |
| 1.b                                                            | Phase Three High-Level Microsoft Project Plan                                                                                                |                 | <b>\$800</b>                      |
| 1.c                                                            | Phase Four High-Level Microsoft Project Plan                                                                                                 |                 | <b>\$800</b>                      |
| 2.                                                             | Revised Project Plan with SOM Tasks/Resources                                                                                                |                 | <b>\$1,000</b>                    |
| 3.                                                             | Project Initiation/Kickoff                                                                                                                   |                 | <b>\$5,000</b>                    |
| 4.                                                             | SEM402 (Functional Requirements Specification Document) including Knowledge Transfer from Business Analysts                                  |                 | <b>\$53,000</b>                   |
| 5.                                                             | SEM401 (Requirements Traceability Matrix - Baseline)                                                                                         |                 | <b>\$3,600</b>                    |
| 6.                                                             | Consultation, Review, and Validate Enterprise Architecture (EA) Assessment Document                                                          |                 | <b>\$3,600</b>                    |
| 6.                                                             | Consultation and/or Implementation Services to set up Development, Test, QA, Training, and/or Production Environments in SOM Data Center     |                 | <b>n/a</b>                        |
| 7.                                                             | Software Licensing Costs (if applicable in this phase)                                                                                       |                 | <b>n/a</b>                        |
| 8.                                                             | Software Installation Costs (if applicable in this phase)                                                                                    |                 | <b>n/a</b>                        |
| 11                                                             | Revised Detailed Project Plan and Fixed Price for Phase Two, including High-Level Project Plan and Estimated Costs for Phases Three and Four |                 | <b>\$3,600</b>                    |
| 12.                                                            | Other(s) – Proposed by Contractor (additional software components?)                                                                          |                 |                                   |
| <b>Phase One Total Hours and Fixed Cost</b>                    |                                                                                                                                              |                 | <b>\$73,000.00</b>                |
| <b>Phase Two: Functional and System Design</b>                 |                                                                                                                                              |                 |                                   |
| 1.                                                             | SEM501 (Functional Design Document)                                                                                                          |                 | <b>\$15,340</b>                   |
| 2.                                                             | SEM502 (Use Cases)                                                                                                                           |                 | <b>\$28,000</b>                   |
| 3.                                                             | SEM606 (Test Cases – if applicable in this phase)                                                                                            |                 | <b>n/a</b>                        |
| 4.                                                             | SEM604 (System Design Document)                                                                                                              |                 | <b>\$9,000</b>                    |
| 5.                                                             | Software Licensing Costs (if applicable in this phase)                                                                                       |                 | <b>n/a</b>                        |
| 6.                                                             | Software Installation Costs (if applicable in this phase)                                                                                    |                 | <b>n/a</b>                        |
| 7.                                                             | Update Requirements Traceability Matrix (SEM401)                                                                                             |                 | <b>\$3,600</b>                    |
| 8.                                                             | Revised Detailed Project Plan and Fixed Price for Phase Three, including High-Level Project Plans and Estimated Costs for Phase Four         |                 | <b>\$3,600</b>                    |
| 9.                                                             | Other(s) – Proposed by Contractor                                                                                                            |                 | <b>TBD</b>                        |
| <b>Phase Two Total Estimated Hours and Estimated Cost</b>      |                                                                                                                                              |                 | <b>\$59,540.00</b>                |

| #                                                           | Work and Deliverables Services to be Provided                                                                       | Estimated Hours | Milestone Payment for Deliverable |
|-------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------|
| <b>Phase Three: Configuration, Construction and Testing</b> |                                                                                                                     |                 |                                   |
| 1.                                                          | SEM602 (Test Plan)                                                                                                  |                 |                                   |
| 1.a                                                         | Integration Testing                                                                                                 |                 | \$2,400                           |
| 1.b                                                         | Functional Testing                                                                                                  |                 | \$1,200                           |
| 1.c                                                         | Performance and Stress Testing                                                                                      |                 | N/A                               |
| 1.d                                                         | System Testing                                                                                                      |                 | \$1,200                           |
| 1.d                                                         | User Acceptance Testing                                                                                             |                 | \$5,600                           |
| 2.                                                          | SEM606 (Test Cases – if not completed in Phase 2)                                                                   |                 | \$30,000                          |
| 3.                                                          | SEM805 (User Acceptance Checklist)                                                                                  |                 | \$2,400                           |
| 4.                                                          | Updated Requirements Traceability Matrix (SEM401)                                                                   |                 | \$3,600                           |
| 5.                                                          | SEM701 (Final Transition Plan)                                                                                      |                 | \$1,200                           |
| 6.                                                          | SEM702 (Installation Plan)                                                                                          |                 | \$1,200                           |
| 7.                                                          | SEM703 (Training Plan)                                                                                              |                 | \$1,200                           |
| 8.                                                          | Software Installation Costs (if applicable in this phase)                                                           |                 | TBD                               |
| 9.                                                          | Successful completion of the User Acceptance Checklist                                                              |                 | TBD                               |
| 10.                                                         | Revised Detailed Project Plan for Phase Four                                                                        |                 | TBD                               |
| 11.                                                         | Other(s) – Proposed by Contractor- Customization/<br>Interface development                                          |                 | \$260,150                         |
| 11.a                                                        | Other Consulting costs- Implementation, Training,<br>configuration                                                  |                 | \$53,825                          |
| 12                                                          | Software Licensing Costs (if applicable in this phase)                                                              |                 | \$168,050.00                      |
| <b>Phase Three Total Estimated Hours and Estimated Cost</b> |                                                                                                                     |                 | \$532,025.00                      |
| <b>Phase Four: Implementation</b>                           |                                                                                                                     |                 |                                   |
| 1.                                                          | Update SEM702 (Installation Plan)                                                                                   |                 | N/A                               |
| 2.                                                          | Provide Installation Guide                                                                                          |                 | N/A                               |
| 3.                                                          | Software Installation Costs (if applicable in this phase)                                                           |                 | \$4,340                           |
| 4.                                                          | Knowledge Transfer, including Transfer Evaluation Report                                                            |                 | \$10,080                          |
| 5.                                                          | Training (both Insurance Evaluation Division and DTMB –<br>Costs should include training materials and online help) |                 | \$19,000                          |
| 6.                                                          | Onsite support for cutover to Production System                                                                     |                 | \$4,200                           |
| 7.                                                          | 90-day Warranty Period                                                                                              |                 | \$5,400                           |
| 8.                                                          | Adaptive/Preventive Maintenance (propose annual cost)                                                               |                 | \$35,285.60                       |
| 9.                                                          | Reserve Bank                                                                                                        |                 |                                   |
|                                                             | Other(s) – Proposed by Contractor                                                                                   |                 |                                   |

| #                                                                 | Work and Deliverables Services to be Provided | Estimated Hours | Milestone Payment for Deliverable |
|-------------------------------------------------------------------|-----------------------------------------------|-----------------|-----------------------------------|
| Phase Four Total Estimated Hours and Estimated Cost               |                                               |                 | \$78,305.60                       |
|                                                                   |                                               |                 |                                   |
| Total Estimated Hours and Cost - Phases One, Two, Three, and Four |                                               |                 | \$742,870.60                      |

**Assumptions**

- All prices are in US dollars. Taxes are not included.
- Unless otherwise noted, unit prices are valid for 120 days of receipt.
- Product licenses are a one-time purchase.
- This quote excludes hardware and system software such as operating systems and databases
- Subscription fees are prepaid annually and include software enhancements, bug fixes and support for 2 client representatives. CaseLoad provides second line support, where end users will contact designated representatives within OFIR to resolve issues. If the designated representatives can't resolve an issue, they would then escalate the issue to the CaseLoad support team.
- Prices include all travel and expenses.
- A payment and milestone schedule will be developed with a project plan. All payments will be due net 30 of the agreed upon milestone payment plan.
- Exchange Module extensions are based on maximum 35 named users requiring Exchange integration.

## **Appendix B – Requirements Specifications**

### **State of Michigan OFIR Modernization Project – Insurance Evaluation Requirements Specification**

#### **General Information**

|                                               |                                                     |                                   |                                       |
|-----------------------------------------------|-----------------------------------------------------|-----------------------------------|---------------------------------------|
| <b><i>System or Project ID / Acronym:</i></b> |                                                     | <b><i>Creation Date:</i></b>      | October 15, 2012                      |
| <b><i>Client Agency:</i></b>                  | Office of Financial and Insurance Regulation (OFIR) | <b><i>Modification Date:</i></b>  | October 15, 2012                      |
| <b><i>Author(s):</i></b>                      | Steve Pinkos, Business Analyst                      | <b><i>DTMB Authorized by:</i></b> | Stu Willard, Client Services Director |

#### **Privacy Information**

This document may contain information of a sensitive nature. This information should not be given to persons other than those who are involved with this system/project or who will become involved during its lifecycle.

#### **Change Control**

The following information is to be used to control and track changes made to this system/project document throughout its lifecycle.

| <b>Revision Date</b> | <b>Author</b> | <b>Section(s)</b> | <b>Summary</b> |
|----------------------|---------------|-------------------|----------------|
| 10/15/2012           | Steve Pinkos  | ALL               | Initial Draft  |

Table of Contents

General Information ..... 37

Privacy Information..... 37

Change Control..... 37

Table of Contents ..... 38

1. Overview ..... 38

2. Business Requirements Detail..... 39

3. Functional Requirements Detail ..... 40

4. Technical Requirements Detail ..... 56

Approval Information ..... **Error! Bookmark not defined.**

1. Overview

The Office of Financial and Insurance Regulation (OFIR), as part of the Department of Licensing and Regulatory Affairs (LARA), is engaged in a complex and comprehensive modernization of OFIR’s management information system. The first phase of the modernization effort is to elicit and compose requirements for each of OFIR’s divisions. This document comprises the requirements for the Insurance Evaluation Division.

The Insurance Evaluation (IE) Division is responsible for the financial monitoring and the financial review on applications of risk bearing insurance entities, and working with insurance entities reporting negative trends to take appropriate corrective measures. IE is also responsible for the licensing, monitoring and examination of captive insurers. IE is also responsible for processing corporate application and amendments of insurance companies; the financial monitoring and analysis of selected domestic insurance companies; and the on-site financial examinations of insurance entities.

This requirements document represents the business needs and requirements that a system solution must meet in order to support the business of the Insurance Evaluation Division.

2. Business Requirements Detail

Business requirements are high level statements of the business needs the system must support. These high level statements will be supported by, and linked to, more detailed functional requirements.

**Priority:** 1 = Mandatory (Must Have)  
2 = Preferred (Improves Business Process)  
3 = Optional (Nice to Have)

**Source:** JAD Sessions, agency policy, State and Federal law, interviews, elicitation sessions, rapid prototyping, individuals or organizations, etc.

**Status:** A = Approved  
N = Not Approved

| Business Req. No. | Detailed Business Requirement Description                                                                                                                                                                                                                                             | Priority | Source | Status | Status Date |
|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------|--------|-------------|
| 1                 | The system must support the following business activities: <ul style="list-style-type: none"><li>Insurance Company Licensing</li><li>Insurance Company Financial Analysis</li><li>Insurance Company Examinations</li><li>Captive Insurance Company Licensing and Monitoring</li></ul> | 1        |        |        |             |
| 2                 | The system must include workflow functionality that will allow users to create, monitor and work tasks, alert/notify of and provide work review flows.                                                                                                                                | 1        |        |        |             |
| 3                 | The system must have an electronic document repository.                                                                                                                                                                                                                               | 1        |        |        |             |
| 4                 | The system must generate documents.                                                                                                                                                                                                                                                   | 1        |        |        |             |
| 5                 | The system must create and generate reports.                                                                                                                                                                                                                                          | 1        |        |        |             |
| 6                 | The system must be the OFIR system of record.                                                                                                                                                                                                                                         | 1        |        |        |             |

3. Functional Requirements Detail

Functional requirements are more detailed requirements that support the business requirements and state what a system must do in order to satisfy those business requirements. Each functional requirement is linked to a business requirement through the following number scheme. Business requirements are numbered with a single number: 1, 2, 3 etc. The first number of a functional requirement is the link to the business requirement. The second number, after a period, identifies the functional requirement: 1.1, 1.2, 2.1, 2.2 etc.

**Priority:** 1 = Mandatory (Must Have)  
2 = Preferred (Improves Business Process)  
3 = Optional (Nice to Have)

**Source:** JAD Sessions, agency policy, State and Federal law, interviews, Requirements Elicitation Sessions, rapid prototyping, individuals or organizations, etc.

**Status:** A = Approved  
N = Not Approved

| Functional Req. No.      | Detailed Functional Requirement Description                                                                                                                                                                                                                                                                                                                                                   | Priority | Source | Status | Status Date |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------|--------|-------------|
| Business Functionalities |                                                                                                                                                                                                                                                                                                                                                                                               |          |        |        |             |
| 1.1                      | The system must include the following functionality for Insurance Company Financial Analysis: <ul style="list-style-type: none"><li>Document Generation</li><li>Task Work Queues</li><li>Task Alerts &amp; Notifications</li><li>Workflow</li><li>Work Approval</li><li>Data Interface between NAIC iSite application and OFIR system of record for company demographic information</li></ul> | 1        |        |        |             |
| 1.2                      | The system must include the following functionality for Insurance Company Examinations: <ul style="list-style-type: none"><li>Document Generation</li><li>Individual Calendaring</li><li>Group Calendaring</li><li>Task Work Queues</li></ul>                                                                                                                                                 | 1        |        |        |             |

| Functional Req. No. | Detailed Functional Requirement Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Priority | Source | Status | Status Date |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------|--------|-------------|
|                     | <ul style="list-style-type: none"><li>Task Alerts &amp; Notifications</li><li>Workflow</li><li>Work Approval</li><li>Report Generation</li><li>Electronic Document Repository</li><li>Conversion of Existing Work Product to Document Repository</li></ul>                                                                                                                                                                                                                                                                                                     |          |        |        |             |
| 1.3                 | <p>The system must include the following functionality for Insurance Company Licensing:</p> <ul style="list-style-type: none"><li>Document Generation</li><li>Workflow</li><li>Work Approval</li><li>Data Interface between NAIC iSite application and OFIR system of record for company demographic information</li><li>Individual Calendaring</li><li>Task Alerts &amp; Notifications</li><li>Group Calendaring</li><li>Task Work Queues</li><li>Electronic Document Repository</li><li>Conversion of Existing Work Product to Document Repository</li></ul> | 1        |        |        |             |
| 1.4                 | <p>The system must include the following functionality for Captive Insurance Company Licensing and Monitoring:</p> <ul style="list-style-type: none"><li>Workflow</li><li>Work Approval</li><li>Task Alerts &amp; Notifications</li><li>Task Work Queues</li></ul>                                                                                                                                                                                                                                                                                             | 1        |        |        |             |

| Functional Req. No. | Detailed Functional Requirement Description                                                                                                                                                                                                                                                                  | Priority | Source | Status | Status Date |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------|--------|-------------|
|                     | <ul style="list-style-type: none"> <li>Individual Calendaring</li> <li>Document Generation</li> <li>Electronic Document Repository</li> <li>Conversion of Existing Work Product to Document Repository</li> </ul>                                                                                            |          |        |        |             |
| 1.5                 | The system must provide a central repository and one point of entry for the staff to search for and retrieve all relevant information regarding an insurance company's demographic information, examination history, complaint history, investigation history, enforcement history, etc.                     | 1        |        |        |             |
| 1.6                 | The system must have a maintenance table with NAIC group numbers in the system. Information to be maintained is: NAIC group number, short description, long description, date added to the system (automatically populated with current date). Provide the ability to associate a company to a group number. | 1        |        |        |             |
| 1.7                 | The system must track the receipt of financial statements (quarterly and annual filings) for a company (by NAIC number) by filing period. Record form(s) received and date received.                                                                                                                         | 1        |        |        |             |
| 1.8                 | The system must allow users to enter the receipt of financial statements via manual data entry or barcode scan (Barcode contains NAIC#, filing period, form type)                                                                                                                                            | 1        |        |        |             |
| 1.9                 | The system must allow users to denote if a company is exempt from filing financial statements or individual forms.                                                                                                                                                                                           | 1        |        |        |             |
| 1.10                | The system must allow users to enter the exemption at the company level or for an individual form, indicate the form that is exempt (if exemption is not for all forms), enter a comment for each exemption, enter a date range for the exemption or indicate that the exemption is permanent.               | 1        |        |        |             |
| 1.11                | The system must allow users to denote if a company is exempt from the annual filing fee and the reason for exemption.                                                                                                                                                                                        | 1        |        |        |             |
| 1.12                | The system must allow users to create audit exemption criteria in the system to ensure that all companies that meet certain criteria have been flagged as exempt from filing financial statements.                                                                                                           | 1        |        |        |             |
| 1.13                | The system must allow users to designate if a Form B is required for each company.                                                                                                                                                                                                                           | 1        |        |        |             |

| Functional Req. No. | Detailed Functional Requirement Description                                                                                                                                                                                                                       | Priority | Source | Status | Status Date |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------|--------|-------------|
| 1.14                | The system must allow users to manually enter the receipt of Form B filings by Group Number. Fields to capture: Group ID#; Date rec'd.                                                                                                                            | 1        |        |        |             |
| 1.15                | The system must allow users to manually populate a company's OFIS priority rating and designate whether or not the rating was based on a cursory review.                                                                                                          | 1        |        |        |             |
| 1.16                | The system must indicate if a company is not eligible to be included in the Authorized Re-insurer's List with a reason.                                                                                                                                           | 1        |        |        |             |
| 1.17                | The system must include the following business indicators for a company: domicile state, ownership code, use entry state, fin year end, receivership, requalification, restriction, PPA, temporary certificate.                                                   | 1        |        |        |             |
| 1.18                | The system must track restrictions placed on a company and track the history of any restricted activity. Data to be captured: Restriction, Begin Date, End Date, Public Info., Comments. (Note: information is confidential and subject to security restrictions. | 1        |        |        |             |
| 1.19                | The system must track the total amount required to be on deposit for the company.                                                                                                                                                                                 | 1        |        |        |             |
| 1.20                | The system must provide tracking of all safekeeping receipts received from the Treasury Department.                                                                                                                                                               | 1        |        |        |             |
| 1.21                | The system must track the amount of each deposit required (calculated based on the total safekeeping receipts that have not been returned entered for the requirement), the reason for the requirement, and comments pertaining to the requirement.               | 1        |        |        |             |
| 1.22                | The system must track the following safekeeping receipt information (manually entered).: Receipt ID, Amount, Rec'd Date, Maturity Date, Return Date, Security Description, Registration Comment                                                                   | 1        |        |        |             |

|      |                                                                                                                                                                                                                                                                                                          |   |  |  |  |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|--|--|
| 1.23 | The system must calculate and display the total amount of deposits received for a regulated company based on the total amount of safekeeping receipts that have not been returned.                                                                                                                       | 1 |  |  |  |
| 1.24 | The system must support the quarterly reconciliation process between the OFIR records and the Treasury Dept. records pertaining to Safekeeping Receipts.                                                                                                                                                 | 1 |  |  |  |
| 1.25 | The system must include a warning message that flags the user when a company being added may be a duplicate by comparing the following fields: NAIC #, FEIN#, Company name                                                                                                                               | 1 |  |  |  |
| 1.26 | The system must allow users to add multiple insurance company contact records for a company by address type. Address types are to be selected from a pre-populated table. Contact information includes but is not limited to: a contact name, title, address, phone, fax, and e-mail.                    | 1 |  |  |  |
| 1.27 | The system must allow users to select one or more authorized lines of business type for an insurance company from a pre-populated table.                                                                                                                                                                 | 1 |  |  |  |
| 1.28 | The system must allow users to indicate whether a line is authorized for reinsurance for an authorized line of business.                                                                                                                                                                                 | 1 |  |  |  |
| 1.29 | The system must allow users to be assigned to an insurance company record and/or groups of insurance company records.                                                                                                                                                                                    | 1 |  |  |  |
| 1.30 | The system must allow for authorized users to re-assign staff members by individual insurance company record, groups of insurance company records.                                                                                                                                                       | 1 |  |  |  |
| 1.31 | The system must allow for authorized users to view staff assignments to insurance company records.                                                                                                                                                                                                       | 1 |  |  |  |
| 1.32 | The system must allow for authorized users to create and/or update staff assignments to individual or groups of insurance company records per changes in staff responsibilities.                                                                                                                         | 1 |  |  |  |
| 1.33 | The system must allow users to add multiple contact records on the licensing application records for a company by address type. Address types are to be selected from a pre-populated table. Contact information includes but is not limited to: a contact name, title, address, phone, fax, and e-mail. | 1 |  |  |  |
| 1.34 | The system must record the amount of any fees received with a submitted annual statement.                                                                                                                                                                                                                | 1 |  |  |  |
| 1.35 | The system must allow users to view all pending applications for insurance companies and view and/or link information between application records                                                                                                                                                        | 1 |  |  |  |

|      |                                                                                                                                                                                                                                       |   |  |  |  |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|--|--|
| 1.36 | The system must assign unique numbers to the insurance company, license application (applies to new requests and corporate amendments), and examination records.                                                                      | 1 |  |  |  |
| 1.37 | The system must allow the user to create a relationship between insurance company records and financial analysis documents, license application records and examination records.                                                      | 1 |  |  |  |
| 1.38 | The system must allow for creating, updating and tracking the status of an insurance company record, a financial analysis document, a license application record, and an examination record.                                          | 1 |  |  |  |
| 1.39 | The system must have a single record per insurance company, which serves as the central location for retrieving any and all information about an insurance company. This is to be considered the main record for insurance companies. | 1 |  |  |  |
| 1.40 | The system must have a central location for retrieving any and all information about specific financial analysis documents.                                                                                                           | 1 |  |  |  |
| 1.41 | The system must have a tool to view status of licensing applications, financial analyses and/or examinations in process.                                                                                                              | 1 |  |  |  |
| 1.42 | The system must allow users to create, update, and view records for an insurance company.                                                                                                                                             | 1 |  |  |  |
| 1.43 | The system must allow users to create, update, and view financial analysis documents for an insurance company.                                                                                                                        | 1 |  |  |  |
| 1.44 | The system must have a mechanism to capture key information regarding the status of licensing applications, financial analysis and examinations.                                                                                      | 1 |  |  |  |
| 1.45 | The system must allow users to create relationships between insurance companies and/or other organization records in the system.                                                                                                      | 1 |  |  |  |
| 1.46 | The system must allow users to view all company relationships, based on group number, and allow users to drill down into the related company information.                                                                             | 1 |  |  |  |
| 1.47 | The system must maintain a history of all aliases and previous names for a company.                                                                                                                                                   | 1 |  |  |  |
| 1.48 | The system must update the alias field on the effective date of a Corporate Amendment with the company's previous name when the application type = "Name change".                                                                     | 1 |  |  |  |
| 1.49 | The system must update the alias field on the effective date of a Corporate Amendment with the                                                                                                                                        | 1 |  |  |  |

|      |                                                                                                                                                                                                                         |   |  |  |  |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|--|--|
|      | name of the surviving entity when a company is terminated by merger.                                                                                                                                                    |   |  |  |  |
| 1.50 | The system must allow users to create, update and view individual contact records.                                                                                                                                      | 1 |  |  |  |
| 1.51 | The system must provide for a 'private notes' section on the insurance company, licensing application and examination records for internal division purposes only.                                                      | 1 |  |  |  |
| 1.52 | The system must have dynamic screens so that only applicable fields and valid menu choices appear depending on the user's role.                                                                                         | 1 |  |  |  |
| 1.53 | The system must allow the user to search for tasks and/or appointments.                                                                                                                                                 | 1 |  |  |  |
| 1.54 | The system must allow a date or a date range to be entered for a search.                                                                                                                                                | 1 |  |  |  |
| 1.55 | The system must allow the user to search on one or multiple criteria.                                                                                                                                                   | 1 |  |  |  |
| 1.56 | The system must allow the user to export multiple search results to an Excel spreadsheet.                                                                                                                               | 1 |  |  |  |
| 1.57 | The system must accept an interface of data from NAIC iSite website to populate information about insurance companies.                                                                                                  | 1 |  |  |  |
| 1.58 | The system must accept an interface of data from NAIC iSite website to retrieve most current financial summary for the company. The financial summary will consist of summaries of annual and quarterly report filings. | 1 |  |  |  |
| 1.59 | The system must allow the ability to import data from other sources.                                                                                                                                                    | 1 |  |  |  |
| 1.60 | The system must have a "role center home page" that provides quick links to other areas of the system and/or external systems, based on the security role users are assigned to.                                        | 1 |  |  |  |
| 1.61 | The system must send emails from within the system and include as attachments electronic supporting documentation from the licensing application record.                                                                | 1 |  |  |  |
| 1.62 | The system must have a divisional status dashboard webpage available to show key information to all team members                                                                                                        | 1 |  |  |  |
| 1.63 | The system must sort/filter insurance company records by company, domestic/foreign and dates.                                                                                                                           | 1 |  |  |  |
| 1.64 | The system must sort/filter financial analysis documents and signoffs by company, status and dates.                                                                                                                     | 1 |  |  |  |
| 1.65 | The system must sort/filter insurance company, license application and examination records, financial analysis documents and signoffs by user                                                                           | 1 |  |  |  |

|      |                                                                                                                                                                                 |   |  |  |  |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|--|--|
|      | defined categories.                                                                                                                                                             |   |  |  |  |
| 1.66 | The system must secure insurance company, license application, and examination records to a status of “in use” so multiple changes to the record do not occur at the same time. | 1 |  |  |  |
| 1.67 | The system must secure the financial analysis document to a status of “in use” so multiple changes to the record do not occur at the same time.                                 | 1 |  |  |  |
| 1.68 | The system must only allow for read-only access to the insurance company, license application and examination records when in the “in use” status                               | 1 |  |  |  |
| 1.69 | The system must only allow for read-only access to the financial analysis document when in the “in use” status                                                                  | 1 |  |  |  |
| 1.70 | The system must only allow access to changes of insurance company, license application and examination records based on certain record statuses and/or role-based security.     | 1 |  |  |  |
| 1.71 | The system must only allow access to changes of financial analysis documents based on certain record statuses and/or role-based security.                                       | 1 |  |  |  |
| 1.72 | The system must have an audit trail system to capture key changes in status / information.                                                                                      | 1 |  |  |  |
| 1.73 | The system must have a central electronic document repository for documents, correspondence, etc. that can be accessed only by authorized users.                                | 1 |  |  |  |
| 1.74 | The system must include online user help and tutorials.                                                                                                                         | 1 |  |  |  |
| 1.75 | The system must send alerts/notifications to staff to follow up if certain required fields of information were not entered.                                                     | 1 |  |  |  |
| 1.76 | The system must have document version control of all documents in the system with supporting comments as to the changes made and by who made the changes.                       | 1 |  |  |  |
| 1.77 | The system must have the ability to override current versions to previous versions, while keeping record of all versions created.                                               | 1 |  |  |  |
| 1.78 | The system must track communication contacts made and notate the date, time, division staff member that made contact, and create any follow up actions.                         | 1 |  |  |  |
| 1.79 | The system must allow users to create, update, and view records for an insurance company relative to                                                                            | 1 |  |  |  |

|      |                                                                                                                                                                                                                                                                                                                            |   |  |  |  |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|--|--|
|      | examination information.                                                                                                                                                                                                                                                                                                   |   |  |  |  |
| 1.80 | The system must have an audit trail that will allow the Insurance Examination Section to collect examination metrics (dates, length of examination, approval and sign-offs, etc.) in compliance with the NAIC requirements and measure staff productivity.                                                                 | 1 |  |  |  |
| 1.81 | The system must have a tool to create and monitor exam budgets.                                                                                                                                                                                                                                                            | 1 |  |  |  |
| 1.82 | The system must have a single record per company examination, which serves as the central location for retrieving any and all information about an examination.                                                                                                                                                            | 1 |  |  |  |
| 1.83 | The system must allow multiple different examination types to have different unique identifiers for filtering purposes.                                                                                                                                                                                                    | 1 |  |  |  |
| 1.84 | The system must sort/filter examination records by company, examiner and dates.                                                                                                                                                                                                                                            | 1 |  |  |  |
| 1.85 | The system must allow users to create, update, and view license application records for an insurance company. Applications can either be for chartering a new regulated entity (a.k.a. "New Request Application") or for approving a proposed change (a.k.a. "Corporate Amendment Application") to State chartered entity. | 1 |  |  |  |
| 1.86 | The system must have a single record per license application, which serves as the central location for retrieving any and all information about a specific license application submitted by an insurance company.                                                                                                          | 1 |  |  |  |
| 1.87 | The system must link the comments entered on a license application record to a reason the comment was entered and make the comments keyword searchable.                                                                                                                                                                    | 1 |  |  |  |
| 1.88 | The system must sort/filter license application records by company, license type, status and dates.                                                                                                                                                                                                                        | 1 |  |  |  |
| 1.89 | The system must populate the "Date Form B Received" field of the corresponding subsidiary companies (i.e. same group number) when a Form B is received.                                                                                                                                                                    | 2 |  |  |  |
| 1.90 | The system must allow for electronic referrals to other OFIR divisions based on status entered.                                                                                                                                                                                                                            | 2 |  |  |  |
| 1.91 | The system must have time driven events that update status fields, with the ability for users to manually override updates.                                                                                                                                                                                                | 2 |  |  |  |
| 1.92 | The system must track a history of comments/actions that have happened on insurance company, license application and examination records.                                                                                                                                                                                  | 2 |  |  |  |
| 1.93 | The system must link the comments entered on an insurance company record to a reason the comment was entered and make the comments keyword                                                                                                                                                                                 | 2 |  |  |  |

|                                     |                                                                                                                                                                                                                                                                                            |   |  |  |  |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|--|--|
|                                     | searchable.                                                                                                                                                                                                                                                                                |   |  |  |  |
| 1.94                                | The system must include hotlinks to commonly used websites.                                                                                                                                                                                                                                | 2 |  |  |  |
| 1.95                                | The system must make available or send data and electronic documents to other OFIR divisions and/or other State of Michigan (SOM) agencies as defined.                                                                                                                                     | 2 |  |  |  |
| 1.96                                | The system must send emails from within the system and include as attachments electronic supporting documentation from the insurance company record.                                                                                                                                       | 2 |  |  |  |
| 1.97                                | The system must track New Request applications that are received but not accepted. Track the name of company, date received, reason, type, and disposition.                                                                                                                                | 2 |  |  |  |
| 1.98                                | The system must receive data and electronic documents from other OFIR divisions and/or other SOM agencies as defined.                                                                                                                                                                      | 3 |  |  |  |
| 1.99                                | The system must interface with Outlook/Exchange for calendaring and e-mail functions.                                                                                                                                                                                                      | 3 |  |  |  |
| 1.100                               | The system must have functionality to manage the process of scheduling exams once identified.                                                                                                                                                                                              | 3 |  |  |  |
| 1.101                               | The system must have functionality to manage the process of assigning cases to examiners based on criteria such as type of case, geographic location, current workload, etc.                                                                                                               | 3 |  |  |  |
| 1.102                               | <p>The system must manage exam work that is contracted to vendors/third parties including:</p> <ul style="list-style-type: none"> <li>▪ Budgets</li> <li>▪ Vendors</li> <li>▪ Bidding Process</li> <li>▪ Contracts Awarded</li> <li>▪ Cases Assigned</li> <li>▪ Various Metrics</li> </ul> | 3 |  |  |  |
| <b>Workflow and Task Management</b> |                                                                                                                                                                                                                                                                                            |   |  |  |  |
| 2.1                                 | The system must route financial analysis documents, examinations and licensing applications (e-files and e-documents) through a review and approval process.                                                                                                                               | 1 |  |  |  |
| 2.2                                 | The system must track key dates and the status of the financial analysis review process.                                                                                                                                                                                                   | 1 |  |  |  |
| 2.3                                 | The system must allow users to assign tasks to staff as business processes dictate.                                                                                                                                                                                                        | 1 |  |  |  |
| 2.4                                 | The system must allow the user to assign a single task or a group of tasks.                                                                                                                                                                                                                | 1 |  |  |  |
| 2.5                                 | The system must allow the user to assign tasks to a                                                                                                                                                                                                                                        | 1 |  |  |  |

|      |                                                                                                                                                                                                                                                                                               |   |  |  |  |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|--|--|
|      | single individual or to multiple individuals.                                                                                                                                                                                                                                                 |   |  |  |  |
| 2.6  | The system must allow the user assigning tasks to create tasks with due dates.                                                                                                                                                                                                                | 1 |  |  |  |
| 2.7  | The system must allow the user assigning a task to select from a list of tasks with pre-generated due dates based upon standard time frames for a task.                                                                                                                                       | 1 |  |  |  |
| 2.8  | The system must allow the user to re-assign tasks to other users.                                                                                                                                                                                                                             | 1 |  |  |  |
| 2.9  | The system must allow the user to sort tasks by date, tasks, or a combination of dates and tasks.                                                                                                                                                                                             | 1 |  |  |  |
| 2.10 | The system must allow the users, based on role based security, to view and print other user's task lists as well as tasks by identified groups.                                                                                                                                               | 1 |  |  |  |
| 2.11 | The system must create a unique identifier for each task assigned to a user.                                                                                                                                                                                                                  | 1 |  |  |  |
| 2.12 | The system must allow the user to enter comments in each assigned task.                                                                                                                                                                                                                       | 1 |  |  |  |
| 2.13 | The system must include review and approval mechanisms for work product. For example, a user must be able to refer a work product to a manager for review. The manager must be able to approve or reject the work product. The approval mechanisms will be detailed during functional design. | 1 |  |  |  |
| 2.14 | At each step in an approval loop, the system must allow the user to enter comments.                                                                                                                                                                                                           | 1 |  |  |  |
| 2.15 | The system must notify the user when a task has been assigned.                                                                                                                                                                                                                                | 1 |  |  |  |
| 2.16 | The system must present the user with a task list, or work queues, from which the user can select a task or group of tasks to process.                                                                                                                                                        | 1 |  |  |  |
| 2.17 | The system must allow the user to sort a task list, or work queue, by task, due date, or a combination of due dates and tasks.                                                                                                                                                                | 1 |  |  |  |
| 2.18 | The system must allow the user to update a task as completed.                                                                                                                                                                                                                                 | 1 |  |  |  |
| 2.19 | The system must allow the user to enter comments on unassigned tasks.                                                                                                                                                                                                                         | 1 |  |  |  |
| 2.20 | The system must generate notices and/or work referrals to other divisions within OFIR.                                                                                                                                                                                                        | 1 |  |  |  |
| 2.21 | The system must calculate and send automatic alerts/notifications based on number of business days. For example, if a user chooses to set a 10-day reminder/flag, the system must calculate the due date for 10 business days in the future.                                                  | 1 |  |  |  |
| 2.22 | The system must allow a user to select a calendar date for a manually created alert/notification.                                                                                                                                                                                             | 1 |  |  |  |
| 2.23 | The system must allow the user to accept and approve receipt of system generated records, documents and other artifacts during the creation of licensing application and examination records.                                                                                                 | 1 |  |  |  |

|                            |                                                                                                                                                                                                                                                                               |   |  |  |  |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|--|--|
| 2.24                       | The system must allow the user to update assigned tasks with progress information.                                                                                                                                                                                            | 1 |  |  |  |
| 2.25                       | The system must track key dates and the status of the exam report review process.                                                                                                                                                                                             | 1 |  |  |  |
| 2.26                       | The system must track key dates and the status of the risk management review process and notify examiners of key status updates.                                                                                                                                              | 1 |  |  |  |
| 2.27                       | The system must track key dates and the status of the license application review process.                                                                                                                                                                                     | 1 |  |  |  |
| 2.28                       | The system must allow the user to prioritize tasks.                                                                                                                                                                                                                           | 2 |  |  |  |
| 2.29                       | The system must receive and accept task requests from other OFIR division staff (ex: referral banks)                                                                                                                                                                          | 2 |  |  |  |
| 2.30                       | The system must allow the user to print a task list.                                                                                                                                                                                                                          | 2 |  |  |  |
| 2.31                       | The system must allow the user to select and set alerts/notifications from a pre-defined list, including due dates, based on business processes.                                                                                                                              | 2 |  |  |  |
| <b>Document Repository</b> |                                                                                                                                                                                                                                                                               |   |  |  |  |
| 3.1                        | The system must allow the user to scan paper documents into an electronic format.                                                                                                                                                                                             | 1 |  |  |  |
| 3.2                        | The system must allow the user to organize stored electronic documents into folders and sub folders.                                                                                                                                                                          | 1 |  |  |  |
| 3.3                        | The system must allow user to add, update and delete folders.                                                                                                                                                                                                                 | 1 |  |  |  |
| 3.4                        | The system must allow the user to add, update or delete electronic work product.                                                                                                                                                                                              | 1 |  |  |  |
| 3.5                        | The system must allow the user to redact electronic work product.                                                                                                                                                                                                             | 1 |  |  |  |
| 3.6                        | The system must allow the user to store electronic documents in a secure location that is only accessible by users who have the appropriate role based security.                                                                                                              | 1 |  |  |  |
| 3.7                        | The system must allow the user to designate electronic documents for indefinite storage.                                                                                                                                                                                      | 1 |  |  |  |
| 3.8                        | The system must allow the user to designate electronic documents to be stored for limited timeframes and allow the user to set those time frames.                                                                                                                             | 1 |  |  |  |
| 3.9                        | The system must accept conversion of existing electronic documents.                                                                                                                                                                                                           | 1 |  |  |  |
| 3.10                       | <p>The system must accept the following as electronic documents:</p> <ul style="list-style-type: none"> <li>Documents produced by the document generation system.</li> <li>Documents produced in Word.</li> <li>Documents produced in .pdf format</li> <li>E-mails</li> </ul> | 1 |  |  |  |

|      |                                                                                                                                                                                                                                                                                                                                                                                                                      |   |  |  |  |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|--|--|
|      | <ul style="list-style-type: none"> <li>Other electronic work product as identified during functional design</li> </ul>                                                                                                                                                                                                                                                                                               |   |  |  |  |
| 3.11 | The system must allow multiple versions of the same document to be stored.                                                                                                                                                                                                                                                                                                                                           | 1 |  |  |  |
| 3.12 | The system must identify multiple versions of the same document.                                                                                                                                                                                                                                                                                                                                                     | 1 |  |  |  |
| 3.13 | The system must allow multiple versions of the same document to be displayed per user request.                                                                                                                                                                                                                                                                                                                       | 1 |  |  |  |
| 3.14 | <p>The system must allow the user to enter the following identifiers for a document:</p> <ul style="list-style-type: none"> <li>Insurance Company ID number</li> <li>License Application ID number</li> <li>Document Author</li> <li>Document Type</li> <li>Keywords</li> <li>Effective Date</li> <li>Date Saved</li> <li>Date Received</li> <li>Other identifiers as determined during functional design</li> </ul> | 1 |  |  |  |
| 3.15 | The system must accept identifying information from the state standard word processing application when a document created in that software is saved to the system.                                                                                                                                                                                                                                                  | 1 |  |  |  |
| 3.16 | The system must allow the user to overwrite previously saved identifying information.                                                                                                                                                                                                                                                                                                                                | 1 |  |  |  |
| 3.17 | The system must allow the user to attach electronic documents to e-mails sent via the State's approved e-mail system.                                                                                                                                                                                                                                                                                                | 1 |  |  |  |
| 3.18 | The document repository must allow the user to attach one or more documents in the repository to one or more records throughout the OFIR system of record.                                                                                                                                                                                                                                                           | 1 |  |  |  |
| 3.19 | The system must allow the user to search the entire document repository or by folder and/or subfolder.                                                                                                                                                                                                                                                                                                               | 1 |  |  |  |
| 3.20 | The system must allow the user to search the document repository using keywords.                                                                                                                                                                                                                                                                                                                                     | 1 |  |  |  |
| 3.21 | The system must allow the user to search the document repository using full text search.                                                                                                                                                                                                                                                                                                                             | 1 |  |  |  |
| 3.22 | The system must allow the user to search the document repository using a partial string search.                                                                                                                                                                                                                                                                                                                      | 1 |  |  |  |

|                            |                                                                                                                                                                                                                      |   |  |  |  |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|--|--|
| 3.23                       | The system must allow the user to search the document repository by author of the document.                                                                                                                          | 1 |  |  |  |
| 3.24                       | The system must allow the user to search the document repository by a specific date or date range.                                                                                                                   | 1 |  |  |  |
| 3.25                       | The system must allow the user to search the document repository by document type.                                                                                                                                   | 1 |  |  |  |
| 3.26                       | The system must allow the user to search the document repository for related documents.                                                                                                                              | 1 |  |  |  |
| 3.27                       | The system must save and re-use search criteria for commonly used search/filter requests of information in the system.                                                                                               | 1 |  |  |  |
| 3.28                       | The system must allow the ability to compare differences between documents of similar type.                                                                                                                          | 1 |  |  |  |
| 3.29                       | The system must secure the documents to a status of “in use” so multiple changes to the record do not occur at the same time.                                                                                        | 1 |  |  |  |
| 3.30                       | The system must only allow for read-only access to the document when in the “in use” status                                                                                                                          | 1 |  |  |  |
| 3.31                       | The system must only allow access to changes of documents based on certain record statuses and/or role-based security.                                                                                               | 1 |  |  |  |
| <b>Document Generation</b> |                                                                                                                                                                                                                      |   |  |  |  |
| 4.1                        | The system must allow the user to attach generated documents to e-mails created using the OFIR’s e-mail system.                                                                                                      | 1 |  |  |  |
| 4.2                        | The system must allow the user to generate documents using a pre-defined form template.                                                                                                                              | 1 |  |  |  |
| 4.3                        | Documents created in the system must be able to pre-populate with data from system records.                                                                                                                          | 1 |  |  |  |
| 4.4                        | The system must allow the user to over-write pre-populated data.                                                                                                                                                     | 1 |  |  |  |
| 4.5                        | The system must provide print preview for documents.                                                                                                                                                                 | 1 |  |  |  |
| 4.6                        | The system must allow the user to enter custom information in designated portions of a template.                                                                                                                     | 1 |  |  |  |
| 4.7                        | The system must have spell check.                                                                                                                                                                                    | 1 |  |  |  |
| 4.8                        | The system must have grammar check.                                                                                                                                                                                  | 1 |  |  |  |
| 4.9                        | The system must allow a trained OFIR administrative user to create, update and delete documents, document templates, or document packages without changing system code or requiring the intervention of a developer. | 1 |  |  |  |
| 4.10                       | The system must allow the user to generate a .pdf file of a single document in lieu of printing hard copies.                                                                                                         | 1 |  |  |  |
| 4.11                       | The system must allow the user to generate a .pdf file of a document package in lieu of printing hard                                                                                                                | 1 |  |  |  |

|                |                                                                                                                                                                                                                                                                                                |   |  |  |  |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|--|--|
|                | copies.                                                                                                                                                                                                                                                                                        |   |  |  |  |
| 4.12           | The system must allow the user to save generated documents to a document repository.                                                                                                                                                                                                           | 1 |  |  |  |
| 4.13           | The system must allow the user to secure documents from allowing further edits.                                                                                                                                                                                                                | 1 |  |  |  |
| 4.14           | The system must allow the user to copy all information from financial analysis documents into a new document.                                                                                                                                                                                  | 1 |  |  |  |
| 4.15           | The system must allow the user to copy certain sections of information from multiple financial analysis documents into the same new document.                                                                                                                                                  | 1 |  |  |  |
| 4.16           | The system must allow the user to create documents singly or in pre-defined packages of documents.                                                                                                                                                                                             | 1 |  |  |  |
| 4.17           | The system must allow the user to copy all information from licensing application records into a new record.                                                                                                                                                                                   | 1 |  |  |  |
| 4.18           | The system must allow the user to copy certain sections of information from multiple licensing application records into the same new record.                                                                                                                                                   | 1 |  |  |  |
| 4.19           | The system must allow users to re-create/create documents based on user designated timeframes and include required data.                                                                                                                                                                       | 2 |  |  |  |
| 4.20           | The system must allow the creation of documents from the comparison of documents already located in the system.                                                                                                                                                                                | 3 |  |  |  |
| 4.21           | The system must allow the creation of documents from the comparison of documents already located in the system.                                                                                                                                                                                | 3 |  |  |  |
| 4.22           | The system must allow the user to copy all information from past examination records into a new record.                                                                                                                                                                                        | 3 |  |  |  |
| 4.23           | The system must allow the user to copy certain sections of information from multiple past examination records into the same new record.                                                                                                                                                        | 3 |  |  |  |
| <b>Reports</b> |                                                                                                                                                                                                                                                                                                |   |  |  |  |
| 5.1            | The system must publish the most current financial summary for an insurance company based on information imported from an external source (NAIC). The financial summary will consist of summaries of annual and quarterly report filings.                                                      | 1 |  |  |  |
| 5.2            | The system must create ad-hoc reports and queries to respond to the changes in the business environment and support the following activities: work management, performance reporting, statistical reporting, statutory reporting, customer service inquiries, executive level decision making. | 1 |  |  |  |
| 5.3            | The system must generate reports to.pdf, Word and Excel files.                                                                                                                                                                                                                                 | 1 |  |  |  |
| 5.4            | The system must generate reports with pre-determined content and format (i.e. canned                                                                                                                                                                                                           | 1 |  |  |  |

|                              |                                                                                                                                                                      |   |  |  |  |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|--|--|
|                              | reports).                                                                                                                                                            |   |  |  |  |
| 5.5                          | The system must produce ad hoc reports as requested by user or management.                                                                                           | 1 |  |  |  |
| 5.6                          | The system must produce pre-formatted reports with limited user configuration.                                                                                       | 1 |  |  |  |
| 5.7                          | The system must produce user-defined canned reports that are time-interval driven and performance-based.                                                             | 1 |  |  |  |
| 5.8                          | The system must provide a user configurable “management dashboard” report of activities that are happening with all staff within the division                        | 1 |  |  |  |
| 5.9                          | The system must include the ability to download filter/search results to an Excel file.                                                                              | 1 |  |  |  |
| 5.10                         | The system must generate a report listing all companies that have changes in corporate status. Report to include the audit trail of status changes for a date range. | 1 |  |  |  |
| 5.11                         | The system must generate a report listing all companies that have made corporate changes. Report to include the audit trail of corporate changes for a date range.   | 1 |  |  |  |
| <b>OFIR System of Record</b> |                                                                                                                                                                      |   |  |  |  |
| 6.1                          | The system must be the system of record for information gathered about insurance companies.                                                                          | 1 |  |  |  |
| 6.2                          | The system must accept data via interfaces with NAIC iSite applications.                                                                                             | 1 |  |  |  |
| 6.3                          | The system must allow for users, via role-based security, to review, accept or deny data and documents received via any interfaces                                   | 1 |  |  |  |
| 6.4                          | The system must make similar information available and accessible to different modules throughout the system and prevent duplication of data.                        | 1 |  |  |  |

4. Technical Requirements Detail

Technical requirements, also known as non-functional requirements, describe the technical aspects that a system must fulfill such as interfaces with other systems, performance, reliability, and availability. In order to differentiate technical requirements from business and functional requirements, all technical requirements numbers with start with “T.”

Technical

**Req. No. :** In order to differentiate technical requirements from business and functional requirements, all technical requirements numbers with start with “T.”

**Priority:** 1 = Mandatory (Must Have)  
2 = Preferred (Improves Business Process)  
3 = Optional (Nice to Have)

**Source:** JAD Sessions, agency policy, State and Federal law, interviews, Requirements Elicitation Sessions, rapid prototyping, individuals or organizations, etc.

| Technical Req. No. | Detailed Technical Requirement Description                                                                                                                                                                                                                                                                                                                                                                                                                           | Priority | Source |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------|
| T.1                | The system maintenance component must only be accessed and used by an OFIR assigned system administrator.                                                                                                                                                                                                                                                                                                                                                            |          |        |
| T.2                | The system maintenance component must allow the OFIR system administrator to make routine changes to the following without requiring the intervention of a developer: <ul style="list-style-type: none"><li>• Document Generation Templates</li><li>• Drop Down Lists</li><li>• Designation of Required Fields</li><li>• Business Rules</li><li>• New User Creation</li><li>• Password Resets</li><li>• Other items as identified during functional design</li></ul> |          |        |
| T.3                | The system must have page and field level online help.                                                                                                                                                                                                                                                                                                                                                                                                               |          |        |
| T.4                | The system must have controls to prevent the entry or interface of duplicate data.                                                                                                                                                                                                                                                                                                                                                                                   |          |        |
| T.5                | The system must be available and supported beyond regular business hours.                                                                                                                                                                                                                                                                                                                                                                                            |          |        |
| T.6                | The system must have role based security that is in compliance with the separation of duties in accordance with OFIR internal controls.                                                                                                                                                                                                                                                                                                                              |          |        |

| Technical Req. No. | Detailed Technical Requirement Description                                                                                                                                                                                                                                                                                                                                        | Priority | Source |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------|
| T.7                | <p>The system must have an audit trail for entry of, and changes to, data. At a minimum, the audit trail must keep:</p> <ul style="list-style-type: none"> <li>the original data</li> <li>the date and time of the original data entry</li> <li>who entered the original data</li> <li>who made a change</li> <li>the change and</li> <li>date and time of the change.</li> </ul> |          |        |
| T.8                | The system must support many users logged in and using the system simultaneously.                                                                                                                                                                                                                                                                                                 |          |        |
| T.9                | The system must meet the Office of Enterprise Security (OES) standards.                                                                                                                                                                                                                                                                                                           |          |        |
| T.10               | The system must comply with the Department of Technology, Management and Budget (DTMB) backup and recovery standards.                                                                                                                                                                                                                                                             |          |        |
| T.11               | The system must have a user interface that is web browser independent.                                                                                                                                                                                                                                                                                                            |          |        |
| T.12               | The system must have a user interface that is operating system independent.                                                                                                                                                                                                                                                                                                       |          |        |
| T.13               | The reporting product technology must not require any installed component in the user browser.                                                                                                                                                                                                                                                                                    |          |        |
| T.14               | The system must have built-in security controls and meet or exceed current State of Michigan security requirements as described in the State Administrative Guide.                                                                                                                                                                                                                |          |        |
| T.15               | <p>The system must meet performance benchmark times for:</p> <ul style="list-style-type: none"> <li>Page refresh in under three seconds</li> <li>Database query execution in under two seconds</li> </ul>                                                                                                                                                                         |          |        |
| T.16               | The system must be fully accessible from a remote work location.                                                                                                                                                                                                                                                                                                                  |          |        |
| T.17               | The system must provide submission, tracking and review of the list/status of requests for updated functionality needed in the new system.                                                                                                                                                                                                                                        |          |        |
| T.18               | The system must cache system information and data on local client computers to maintain business workflows and procedures if access to the State of Michigan network systems was not available.                                                                                                                                                                                   |          |        |
| T.19               | The system must be able to complete a synchronization of local client cached system information and data when access to the State of Michigan network systems is restored.                                                                                                                                                                                                        |          |        |

## **Appendix C – DOCUMENTATION STANDARDS**

The Contractor will perform Documentation activities including but not limited to the following:

1. All documentation, training manuals and training plans provided as deliverables become the property of the State
2. The documentation of components, features and use of the hardware/software shall be detailed such that resolution of most problems can be determined from the documentation, and most questions can be answered
3. All system, operational, user, training, change and issue documentation must be available in electronic and hard copy format, published to an intranet website, accessible to State users, updated regularly, with unique numerical identifiers for each section and be consistent with the most current version of the application(s) and three (3) previous versions
4. All material must be in a State supported tool (such as Word, PowerPoint, etc.) that permits modification as/if required and creation of unlimited copies
5. Documentation can't illustrate real data. Names, identification numbers, etc. must reflect fictitious information to protect confidentiality of individuals
6. An outline or table of contents should be approved before development or modification of the documents
7. The Contractor must notify the State of any discrepancies or errors outlined in the system, operations and user documentation
8. Final but not yet approved versions of all material must exist before commencement of System Test and Training, unless specified as needed earlier in the project
9. A final, approved version of all material must exist before commencement of Implementation, unless specified as needed earlier in the project
10. At a minimum, documentation includes the following items not described elsewhere:
  - a. Procedure Manual will define policies and practices in regards to the COTS
  - b. User Manual will define "how to" use the system functions
  - c. The Delivery Reference Manual will, among other things, provide details of the system build and the source code. The document will include the description of all modules within the application, source code listing, versioning standards used, libraries/directories, database objects and code dependencies. This document is intended to help the technical staff that will, upon completion of this project, provide ongoing maintenance support and enhancement.
  - d. Data Model will present the data structure
  - e. Data Dictionary will, at a minimum, define for each element its meaning, relationship to other data, origin, use and format
  - f. System Administrator Manual describes, among other things, how to handle security (authorization), job scheduling, system monitoring, archiving (i.e. backup and recovery), etc.
  - g. DBA Manual describes how to install, create and maintain the database
  - h. Operations Manual describes how to perform IT support actions required on a daily or predefined regular basis, operations done only as needed (i.e. upgrades or to expand size due to increased usage), special operations (i.e. shutdown, recovery, etc.) and troubleshooting.

## Appendix D – myCaseLoad Feature Overview

### **myCaseLoad Base Module:**

**Web-Based Access:** No need for software on the user's laptops and desktops. The application can be securely available through any internet connection.

**Highly Configurable:** Administrator's console lets you configure and manage user permissions and security, configure all of the drop-down values to meet your business rules and user interface languages.

**Powerful Workflow Engine:** Will automate your business rules, enforce legislative and best-practice guidelines, assign tasks, calculate due dates, update case status, generate documents and provide alerts. Many workflows and case types can be added and managed by the engine to increase productivity and reduce process bottlenecks.

**Intake Wizards:** Easily configurable user interfaces to collect information, data plus documents and attach them to a case. Wizards will lead your people through predefined steps ensuring complete and accurate data intake; reducing training time and costs.

**Scheduling and Calendaring Tools:** Resource scheduling will help you to manage your resources; whether it be people, meeting rooms or courts, more effectively. Centralized management of calendars is provided with flexible scheduling of cases or sessions with daily, weekly and monthly views of scheduled events and resources.

**Information Access:** All statistics are captured in a central comprehensive database as a single source of information. Powerful search capabilities are provided to retrieve case, party or counsel information by name, case number or date range. Audit information is captured for all cases. A record of all case related activities or changes to the case file is maintained with the case record.

**Advanced Reporting:** Reports may be generated at the click of a mouse or scheduled to be run on a periodic basis. The myCaseLoad environment supports both "canned" and "ad hoc" reporting requirements. Allows you to monitor performance, identify bottlenecks and make informed managerial decisions.

### **Additional Base Features**

- *Parties and Roles* – Add individuals to a case from a court-wide rolodex, and assign their roles
- *Case Relationships*- Join and relate cases together by matter type or to be heard together
- *Notes*- Add notes at any time, prioritize and report on all notes in a case
- *Assignments*- Tasks and cases can be assigned manually or automatically anytime in the life cycle of a case
- *Representatives*- One or more Attorneys or Representatives can be assigned to a party
- *Document Generation*- Notices and letters can be sent out, to one or many parties by mail or electronically prepared and sent.
- *Issue Tracking*- All issues and their resolution can be tracked and reported on.

- *Resource Management- All internal and external resource types can be managed and assigned to cases and tasks.*
- *Sessions and time slots- All hearing, mediations, meetings and other events can be scheduled adhoc, or within sessions with flexible time slot layouts.*
- *Alerts- Reminders can be generated for new or pending Tasks.*
- *Document Capture- attach all electronic documents including audio and video files to a case*

## **myCaseLoad Modules:**

### **Integrated modules extend functionality**

Not everyone has the same requirements for their case management needs. We have designed myCaseLoad™ to provide you with the flexibility to extend its functionality by seamlessly adding software options.

### **E-Filing Frontend Module**

The E-Filing Frontend Module is an alternative to paper-based case filings and manual data entry. Authorized Users, Lawyers and self-representing parties will be able to submit initial and sub sequent filings to your organization through a web interface. Information is entered in web data entry forms that are custom developed Acrobat Forms to replicate paper-based forms. Optional review of the documents can be performed to accept or reject the document. At this point the myCaseLoad Workflow Engine will kick off any initiating processes, such as task or resource assignment and automated document generation.

### **myCaseLoad Web Services**

This module is a series of web service applications that manage the interaction between applications. It will also serve as a backend for an electronic filing system. It provides for:

- receiving case initiation information (i.e. case, document, party, representation, issue info) ,
- receiving subsequent filings (i.e. document details only),
- the immediate acknowledgement of any received filings, and
- sending confirmations with any generated information (e.g. case number, document number) or a rejection notice with a detailed list of reasons for the rejection
- importing scheduling information from another system

### **Exchange Integration Module**

This module connects the Exchange Server and the users Outlook Calendars to myCaseLoad Scheduling and Calendaring functionality allowing representatives the ability to see their scheduled myCaseLoad events in their Outlook Calendar. And allow schedulers to see when the representative is available. The representative would have no need to maintain and consult two calendaring systems.

### **Clerk Reviewer Module**

This application will allow a user to review an electronically submitted document, classify it as an Appeals form or another document type. Allow the user to review the document, accept or reject it, and enter relevant data

from the document to be placed into myCaseLoad. The outcome of a review would kick off a workflow based on business rules.

### **Document Voting Module**

This module manages the decision voting process. The module allows for the participants to circulate opinions and other documents to panel members/Judges for their vote and comments.

### **Document Publishing Module**

This module tracks the status of a document from an initial status to a final status. Each of the status types is user-configurable. When a document status is changed, the effective date of the change is recorded. The information can provide powerful monitoring statistics showing the timeframes for document to move from status to status (e.g. Draft Received to Issued or Suggestions Sent to Modifications Received). When a document has reached its final publishable state, the system will make a new document entry with the latest file attachment. As well, the attachment can be copied to a network folder where a public website can access the document

### **Document Packaging Module**

The module will allow the user to quickly package up all of the relevant documents into a single secure pdf file to be emailed, printed or otherwise sent electronically to lower courts, relevant agencies or representatives.

### **Community Website**

The Community Website module allows your case management information to be accessible to the general public or agency staff. The Website gives case participants a greater level of access to their cases. The users can search for cases using multiple search criteria such as appeal number, their name, attorney name, etc.

The site user can also view the court calendar from the website. However, only the sessions that have a "Public" access level would be viewable. Parties and attorneys can be granted a secure id and password to gain access to any cases with an access level higher than "Public".

The E-Filing Frontend Module can be integrated into the Community Website to provide a seamless solution for your clients. The website can be easily tailored to have a similar look to your current website.

### **Full Text Search Module**

When a document attachment is uploaded in myCaseLoad, it will be sent to a specific area of the network and search server software be asked to index the new document. The user will be able to search for documents within myCaseLoad by specifying database criteria as well as text criteria. The search results will be displayed in myCaseLoad with hyperlinks to the document and the related case record.

### **Team Resource Module**

This module allows teams and panels to be defined. When a team is assigned or scheduled to work on a case, the business rules associated with the individual team members will be enforced. For example, Judge Adams, Brown, and Clark will make up the panel for the summer term. The panel will be assigned to ten cases. Any conflicts recorded for Judge Clark using the Recusal Management Module will identified when assigning or scheduling the panel.

### **File Tracking Module**

This module simplifies the tracking of all cases, documents, and exhibits. Whether they are electronic or hard copy files. It provides the current location as well as the location history for each item.

### **Exhibit Tracking Module**

This module allows organizations to define retention schedules and apply the schedule to individual documents or entire cases. The module maintains and manages the life cycle of these items from storage to disposition. It ensures accountability and prevents the loss of vital documents and items.

### **Accounts Receivable Module**

The Accounts Receivable User Module is only required for users performing actions in which a fee is levied (e.g. document filing fees, service charges), a payment is received, an invoice / cash receipt is voided (e.g. NSF, refund), or a bill reconciliation is required. Each payment can be received by multiple methods (e.g. cash, credit card, or check) and applied to multiple invoiced charges.

### **Recusal Management Module**

This module will allow schedulers to manage the assigning of panel members, judges, Justices to a case. It records potential conflicts for each Justice, Judge or other resources and notifies the user during any assignment operation.

### **Workflow Designer Module**

The Workflow Designer is a graphical modeling tool. It comes with an easy to use interface that allows "non-technical" users to create and modify their business process models. These models will be used by the Workflow Engine to automate actions and monitor the progress of each case. The Workflow Designer permits you to graphically configure your business rules to "customize" individual tracks (or schedules) for different case types, triggering unique events, alerting staff and automatically changing case status indicators as case milestones are completed.

### **Appendix E – myCaseLoad 6.0 System Requirements**

For contact information, please visit [www.caseload.com/contact\\_us.htm](http://www.caseload.com/contact_us.htm).

The system requirements listed below pertain to myCaseLoad installations utilizing the default deployment configuration (see the installation instructions for deployment options). The hardware requirements should be scaled in accordance to the number of users as well as the expected amount of data to be generated.

## **System Requirements: myCaseLoad Web Server**

| Item                               | Requirement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Hardware</b>                    | A minimum of: <ul style="list-style-type: none"><li>• 2GB of memory</li><li>• 40GB of disk space</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Operating system</b>            | Any of the following operating systems: <ul style="list-style-type: none"><li>• Windows Server® 2003 SP2 – Any edition (32-bit or 64-bit)</li><li>• Windows Server 2003 R2 SP2 – Any edition (32-bit or 64-bit)</li><li>• Windows Server 2008 SP2 – Any edition (32-bit or 64-bit)</li><li>• Windows Server 2008 R2 SP1 – Any edition (32-bit or 64-bit)</li><li>• Windows® Small Business Server 2003</li><li>• Windows Small Business Server 2008</li><li>• Windows Small Business Server 2011 Standard</li></ul> |
| <b>Operating system components</b> | Internet Information Services (IIS) for Windows® 6.0 or above with at least the following functionalities: <ul style="list-style-type: none"><li>• ASP.NET</li><li>• .NET Extensibility</li><li>• Windows Authentication</li></ul><br>.NET Framework 4.0 – Update 4.0.1 or above (see <a href="#">KB2478063</a> for details regarding this update)                                                                                                                                                                  |
| <b>User authentication</b>         | The myCaseLoad Web Server must be part of a domain and be able to authenticate users against a Windows Server Active Directory                                                                                                                                                                                                                                                                                                                                                                                      |

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Installation user and service account</b> | <p>A domain or local user with administrative rights on the server is required to install and upgrade myCaseLoad.</p> <p>A domain service account with the following rights on the server is required for the normal execution of myCaseLoad:</p> <ul style="list-style-type: none"><li>• Read/write/modify the mail merge, logs, attachments and Windows temporary folder</li><li>• Log on as a batch job</li><li>• Log on as a service</li></ul>                                                |
| <b>Exchange Server</b>                       | <p>In order to use the Exchange Integration module, Microsoft® Exchange Server® 2007 or above and the following components are required:</p> <ul style="list-style-type: none"><li>• Exchange Web Services API</li><li>• A domain service account configured with a mailbox and the following rights:<ul style="list-style-type: none"><li>○ ms-Exch-EPI-May-Impersonate</li><li>○ ms-Exch-EPI-Impersonation for every user or group for which appointments will be scheduled</li></ul></li></ul> |
| <b>Network proximity</b>                     | <p>High speed, switched network is required between the myCaseLoad Web Server and the myCaseLoad Database Server and Exchange Server</p>                                                                                                                                                                                                                                                                                                                                                          |
| <b>Firewall</b>                              | <p>The following ports must allow traffic from the client:</p> <ul style="list-style-type: none"><li>• TCP port 80 (HTTP)</li><li>• Optionally TCP port 443 for secured connections (HTTPS)</li></ul>                                                                                                                                                                                                                                                                                             |
| <b>Browser</b>                               | <p>Windows® Internet Explorer® 7.0 or above with the following configuration:</p> <ul style="list-style-type: none"><li>• Run myCaseLoad in Trusted Site or Local Intranet zone</li><li>• Support for JavaScript®</li><li>• Support for TLS or SSL if secured connection to myCaseLoad is configured</li><li>• Support for file download</li><li>• Disable pop-up blocker for myCaseLoad site</li></ul>                                                                                           |

## System Requirements: myCaseLoad Database Server

| Item                                         | Requirement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Hardware</b>                              | A minimum of: <ul style="list-style-type: none"><li>• 2GB of memory</li><li>• 80GB of disk space</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Database management system</b>            | Any of the following database management system: <ul style="list-style-type: none"><li>• Microsoft® SQL Server® 2005 SP4 – Any edition<sup>1</sup> (32-bit or 64-bit)</li><li>• Microsoft SQL Server 2008 SP3 – Any edition* (32-bit or 64-bit)</li><li>• Microsoft SQL Server 2008 R2 SP1 – Any edition* (32-bit or 64-bit)</li></ul>                                                                                                                                                                                                                          |
| <b>Database management system components</b> | In order to use the optional Full Text Search myCaseLoad module, the following components must be installed on the server <ul style="list-style-type: none"><li>• Collation set to default case-insensitive</li><li>• Mixed-Mode Authentication</li><li>• Full Text Search SQL Server optional component</li><li>• Filter Packs in order to extend the searching capabilities to certain file types:<ul style="list-style-type: none"><li>○ <a href="#">Microsoft® Office 2010® Filter Pack</a></li><li>○ <a href="#">Adobe PDF IFilter</a></li></ul></li></ul> |
| <b>Remote database connection</b>            | TCP/IP network protocols must be turned on for the instance under which myCaseLoad database is installed                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Firewall</b>                              | The following port must allow traffic from the myCaseLoad Web Server and myCaseLoad Report Server: <ul style="list-style-type: none"><li>• TCP port 1433 (SQL Server remote connection)</li></ul>                                                                                                                                                                                                                                                                                                                                                               |

---

<sup>1</sup> Express Edition is not recommended due to database size limitation

## System Requirements: myCaseLoad Report Server<sup>2</sup>

| Item                                  | Requirement                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SQL Server Reporting Services®</b> | SQL Server Reporting Services is part of the following database management system: <ul style="list-style-type: none"><li>• Microsoft® SQL Server® 2005 SP4 – Standard, Enterprise or Datacenter (32-bit or 64-bit)</li><li>• Microsoft SQL Server 2008 SP3 – Standard, Enterprise or Datacenter (32-bit or 64-bit)</li><li>• Microsoft SQL Server 2008 R2 SP1 – Standard, Enterprise or Datacenter (32-bit or 64-bit)</li></ul> |
| <b>Operating system components</b>    | .NET Framework 2.0 for Reporting Services 2005<br>.NET Framework 3.5 SP1 for Reporting Services 2008 and above                                                                                                                                                                                                                                                                                                                  |
| <b>Firewall</b>                       | The following ports must allow traffic from the myCaseLoad Web Server and from the client: <ul style="list-style-type: none"><li>• TCP port 80 (HTTP)</li><li>• Optionally TCP port 443 for secured connections (HTTPS)</li></ul>                                                                                                                                                                                               |
| <b>Browser</b>                        | Windows® Internet Explorer® 6.0 SP1 or a later version is required for the Report Designer component of Reporting Services                                                                                                                                                                                                                                                                                                      |

---

<sup>2</sup> myCaseLoad Report Server can be installed on the same machine as myCaseLoad database server or on a separate machine

STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
PROCUREMENT  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

December 12, 2012

**CHANGE NOTICE NO. 4**  
to  
**CONTRACT NO. 071B0200162**  
between  
**THE STATE OF MICHIGAN**  
and

| NAME & ADDRESS OF CONTRACTOR:                                                  | PRIMARY CONTACT | EMAIL                   |
|--------------------------------------------------------------------------------|-----------------|-------------------------|
| Evans CaseLoad, Inc.<br>2152 Danforth Avenue, Suite 200<br>Toronto, ON M4C 1K3 | Darryl Evans    | daevans@caseload.com    |
|                                                                                | TELEPHONE       | CONTRACTOR #, MAIL CODE |
|                                                                                | (416) 762-0236  |                         |

| STATE CONTACTS                | AGENCY     | NAME      | PHONE          | EMAIL                                                          |
|-------------------------------|------------|-----------|----------------|----------------------------------------------------------------|
| CONTRACT COMPLIANCE INSPECTOR |            |           |                |                                                                |
| BUYER                         | DTMB – DIT | Joe Kelly | (517) 373-3993 | <a href="mailto:kelly11@michigan.gov">kelly11@michigan.gov</a> |

| CONTRACT SUMMARY:                                                                                           |                         |                           |                                                                     |
|-------------------------------------------------------------------------------------------------------------|-------------------------|---------------------------|---------------------------------------------------------------------|
| DESCRIPTION: Enhanced Document Management - DIT                                                             |                         |                           |                                                                     |
| INITIAL EFFECTIVE DATE                                                                                      | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW                        |
| April 12, 2010                                                                                              | April 11, 2015          | 5, 1 Year Options         | April 11, 2015                                                      |
| PAYMENT TERMS                                                                                               | F.O.B                   | SHIPPED                   | SHIPPED FROM                                                        |
| N/A                                                                                                         | N/A                     | N/A                       | N/A                                                                 |
| ALTERNATE PAYMENT OPTIONS:                                                                                  |                         |                           | AVAILABLE TO MiDEAL PARTICIPANTS                                    |
| <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other |                         |                           | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| MINIMUM DELIVERY REQUIREMENTS:                                                                              |                         |                           |                                                                     |
| N/A                                                                                                         |                         |                           |                                                                     |

| DESCRIPTION OF CHANGE NOTICE:                                                                                     |                                  |                                             |                            |                              |  |  |  |
|-------------------------------------------------------------------------------------------------------------------|----------------------------------|---------------------------------------------|----------------------------|------------------------------|--|--|--|
| EXTEND CONTRACT EXPIRATION DATE                                                                                   | EXERCISE CONTRACT OPTION YEAR(S) | EXTENSION BEYOND CONTRACT OPTION YEARS      | LENGTH OF OPTION/EXTENSION | EXPIRATION DATE AFTER CHANGE |  |  |  |
| <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes                                               | <input type="checkbox"/>         | <input type="checkbox"/>                    |                            |                              |  |  |  |
| VALUE/COST OF CHANGE NOTICE:                                                                                      |                                  | ESTIMATED REVISED AGGREGATE CONTRACT VALUE: |                            |                              |  |  |  |
| \$538,129.20                                                                                                      |                                  | \$2,419,474.95                              |                            |                              |  |  |  |
| Effective immediately, this Contract is hereby INCREASED by \$538,129.70.                                         |                                  |                                             |                            |                              |  |  |  |
| All other terms, conditions, specifications, and pricing remain the same.                                         |                                  |                                             |                            |                              |  |  |  |
| Per vendor agreement, DTMB Procurement approval, and State Administrative Board approval dated November 20, 2012. |                                  |                                             |                            |                              |  |  |  |

STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
PROCUREMENT  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 3**  
to  
**CONTRACT NO. 071B0200162**  
between  
**THE STATE OF MICHIGAN**  
and

| NAME & ADDRESS OF CONTRACTOR:                                                  | PRIMARY CONTACT | EMAIL                   |
|--------------------------------------------------------------------------------|-----------------|-------------------------|
| Evans CaseLoad, Inc.<br>2152 Danforth Avenue, Suite 200<br>Toronto, ON M4C 1K3 | Darryl Evans    | daevans@caseload.com    |
|                                                                                | TELEPHONE       | CONTRACTOR #, MAIL CODE |
|                                                                                | (416) 762-0236  |                         |

| STATE CONTACTS                | AGENCY  | NAME        | PHONE          | EMAIL                |
|-------------------------------|---------|-------------|----------------|----------------------|
| CONTRACT COMPLIANCE INSPECTOR | DTMB-IT |             |                |                      |
| BUYER                         | DTMB    | Reid Sisson | (517) 241-1638 | sissonr@michigan.gov |

| CONTRACT SUMMARY:                                                                                           |                         |                           |                                                                     |
|-------------------------------------------------------------------------------------------------------------|-------------------------|---------------------------|---------------------------------------------------------------------|
| DESCRIPTION: <b>Enhanced Document Management - DIT</b>                                                      |                         |                           |                                                                     |
| INITIAL EFFECTIVE DATE                                                                                      | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW                        |
| April 12, 2010                                                                                              | April 11, 2015          | 5, one year               | April 11, 2015                                                      |
| PAYMENT TERMS                                                                                               | F.O.B                   | SHIPPED                   | SHIPPED FROM                                                        |
| N/A                                                                                                         | N/A                     | N/A                       | N/A                                                                 |
| ALTERNATE PAYMENT OPTIONS:                                                                                  |                         |                           | AVAILABLE TO MiDEAL PARTICIPANTS                                    |
| <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other |                         |                           | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| MINIMUM DELIVERY REQUIREMENTS:                                                                              |                         |                           |                                                                     |
| N/A                                                                                                         |                         |                           |                                                                     |

| DESCRIPTION OF CHANGE NOTICE:                                                                                                                                                                                                                                                                                                                                |                                  |                                        |                                             |                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|----------------------------------------|---------------------------------------------|------------------------------|
| EXTEND CONTRACT EXPIRATION DATE                                                                                                                                                                                                                                                                                                                              | EXERCISE CONTRACT OPTION YEAR(S) | EXTENSION BEYOND CONTRACT OPTION YEARS | LENGTH OF OPTION/EXTENSION                  | EXPIRATION DATE AFTER CHANGE |
| <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes                                                                                                                                                                                                                                                                                          | <input type="checkbox"/>         | <input type="checkbox"/>               |                                             |                              |
| VALUE/COST OF CHANGE NOTICE:                                                                                                                                                                                                                                                                                                                                 |                                  |                                        | ESTIMATED REVISED AGGREGATE CONTRACT VALUE: |                              |
| <b>\$362,548.00</b>                                                                                                                                                                                                                                                                                                                                          |                                  |                                        | <b>\$2,168,979.25</b>                       |                              |
| Effective September 13, 2012, this contract is hereby INCREASED by \$362,548.00. See attached documents for a summary of changes made to this contract. Please also note that the buyer has been changed to Reid Sisson. Per vendor and agency agreement and the approval of both DTMB Procurement and the State Administrative Board on September 13, 2012. |                                  |                                        |                                             |                              |

## Summary of Changes to Contract No. 071B0200162

1. Article 1, Section 1.202 is revised as follows:

### **1.202 State Staff, Roles, and Responsibilities**

The State project team will consist of Executive Subject Matter Experts (SME's), project support, and a DTMB IT and Michigan Administrative Hearing System (MAHS; formerly SOAHR) Project Manager:

The **Executive Subject Matter Experts** represent the various business units and will provide the vision for the business design and how the application shall provide for that vision. The Executive SME's shall be available on an as needed basis and will be empowered to:

- Resolve project issues in a timely manner
- Review project plan, status, and issues
- Resolve deviations from project plan
- Provide acceptance sign-off
- Utilize change control procedures
- Ensure timely availability of State resources
- Make key implementation decisions, as identified by the Contractor's project manager, within 48-hours of their expected decision date.

| Name          | Agency/Division | Title              | Phone/e-mail |
|---------------|-----------------|--------------------|--------------|
| Peter Plummer | MAHS            | Executive Director |              |
| Mike Zimmer   | MAHS            | Deputy Director    |              |

The State is designating two (2) **Project Managers** responsible for the State's infrastructure and coordinate with the Contractor in determining the system configuration. The State's Project Managers will provide the following services:

- Provide State facilities, as needed
- Coordinate the State resources necessary for the project
- Facilitate coordination between various external Contractors
- Facilitate communication between different State departments/divisions
- Provide acceptance and sign-off of deliverable/milestone
- Review and sign-off of timesheets and invoices
- Resolve project issues
- Escalate outstanding/high priority issues
- Utilize change control procedures
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Document and archive all important project decisions
- Arrange, schedule and facilitate State staff attendance at all project meetings.

| Name         | Agency/Division | Title           |
|--------------|-----------------|-----------------|
| Toby Pittman | DTMB (IT)       | Project Manager |
| Paula Henige | MAHS            | Project Manager |

The State will provide the resources for the Contractor's use on this project to include Work space, Desk, Telephone, PC workstation, Printer and Access to copiers and fax machine. PC workstations will have network access to application servers and the internet.

### **Location of Work**

Installation and implementation will be at the State of Michigan data center in Lansing, Michigan. All testing with State of Michigan data will be done on the State of Michigan network within the State of Michigan firewall. All other work shall be performed at the State of Michigan location or the Contractor's site as mutually agreed.

**Hours of Operation:**

Normal State working hours are 8:00 a.m. to 5:00 P.M. EST, Monday through Friday, with work performed as necessary after those hours to meet project deadlines. The State reserves the right to modify the work hours in the best interest of the project. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay. No overtime will be authorized or paid.

2. Section 2.022 is revised as follows:

**2.022 Contract Compliance Inspector**

The Chief Procurement Officer directs the person named below, or his or her designee, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term, and to approve Statements of Work for individual projects. Monitoring Contract activities does not imply the authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract. DTMB Procurement is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract. The Contract Compliance Inspector for this Contract is:

Toby Pittman  
Department of Technology, Management & Budget  
7285 Parsons Drive  
Dimondale MI 48821  
Phone: (517)636.5428  
[PittmanT@michigan.gov](mailto:PittmanT@michigan.gov)

3. Section 2.023 is revised as follows:

**2.023 Project Manager**

Each individual Statement of Work will identify the Project Manager who will carry out the roles and responsibilities identified in Section 1.202 State Roles and Responsibilities.

4. Please see Attachment 1, a Statement of Work for a project for the Department of Licensing and Regulatory Affairs – Michigan Compensation Appellate Commission.
5. Please see Attachment 2, a Statement of Work that revises and replaces the Statement of Work executed as part of Contract Change Notice No. 1, a project for the Department of Education - Office of Special Education and Early Intervention Services.

**Amendment to Contract #071B0200162**  
**Michigan Compensation Appellate Commission**  
**Statement of Work (SOW) for individual project**

**1.000 Project Identification**

1.001 Project Request

The purpose of this Statement of Work is to provide Project Implementation Services, Software License and Subscription, and Enhancements, to implement the State's MyCaseload solution for the Michigan Compensation Appellate Commission hosted by the State of Michigan.

1.002 Background

The Commission currently provides contested case appellate services for parties that disagree with and appeal the decision issued regarding unemployment benefits. The goal of this effort is to implement new technology to enter, track, report on appeals, using workflow models to streamline the process.

**1.100 Scope of Work and Deliverables**

1.101 In Scope

The scope of this Contract includes tasks to complete requested deliverables and work products following the State Unified Information Technology Environment (SUITE), Systems Engineering Methodology (SEM).

<http://www.michigan.gov/suite>

The following provides a high level overview of the in scope work required. Section 1.104 Work & Deliverables contains the detailed descriptions.

- Verification and Validation of Business Requirements with LARA and the Michigan Department of Technology Management and Budget (DTMB) Agency Services personnel in accordance with Business Operations
- Develop system architecture
- Software – web-based COTS package
- Services to install, integrate and implement the software including configuration, customization, modification, interfaces and testing
- Knowledge Transfer/Transition and Training for State Technical staff and Train-the trainer for 10 staff
- Documentation
- Maintenance and Support
- Enhancements for future system changes
- Provide Warranty for 90 calendar days after the full rollout implementation

1.102 Out Of Scope

- New software developing a Case Management System.
- Hardware
- Contractor Hosting - The State of Michigan will provide the infrastructure to host the system
- Data Conversion / Data Migration – This project will not include data conversion or migration. The SOM is going to maintain the existing legacy system until the cases that are currently on that system are closed. The legacy system and the new Case Management System will be running concurrently for some period of time.

1.103 Environment – Please refer to Article 1, Section 1.103 of the Contract.

#### 1.104 Work And Deliverables

Contractor shall provide Deliverables/Services and staff, and otherwise do all things necessary for the implementation of the State's current Case Management System for MCAC, including configuration, customization, and interfaces/integration, per the Requirement Specifications (Attachment A).

Analysis of the Business Requirements – The Contractor shall:

- a. Verify and validate the Requirement Specifications (Attachment A).
- b. Clarify any unclear or ambiguous requirements which could have an impact on the implementation of the system. The requirements validation activities must include, but are not limited to:
  - i. Review and analysis of current business operations.
  - ii. Data requirements
  - iii. Network WAN, LAN, and telecommunications requirements
  - iv. Hardware and operating system requirements and technical specifications.

The Contractor shall commence the project no later than 14 calendar days from the execution of this SOW. The Contractor shall, in cooperation with DTMB, MAHS and Commission staff, provide nearly 100% of the services for implementation. The Contractor's Project Plan shall propose how to work with the DTMB and MAHS staff to accomplish these phases. The 90 day warranty period must commence immediately after the system is fully operational.

Contract Deliverable(s):

- Contractor shall submit a Detailed Project Plan within 14 calendar days of the Contract Orientation Meeting. See Section 1.301 Project Plan Management for detailed requirements on the Project Plan.
- Contractor will deliver a Detailed Business Requirements Document to the DTMB and MAHS Project Managers for review and approval.

#### **Acceptance of Contract Deliverables**

- Criteria are cited in Section 1.500 Acceptance.

#### **Assumptions:**

- Project Orientation Meeting will be scheduled and held with appropriate DTMB, Commission and Caseload staff in attendance within 14 calendar days of the contract execution date.
- The mutually agreed upon timeframe for DTMB to review Document Deliverables will be defined during the Project Orientation Meeting for inclusion in the Detailed Project Plan.

#### **IMPLEMENTATION AND TESTING**

Prior to implementation, the Contractor shall be responsible for monitoring progress against a detailed Installation Plan to ensure that each task is completed accurately and on schedule. Contractor must also have a Communication Plan to provide status and escalate issues to the State Project Managers.

During the project, an Implementation Project Team (IPT) will be named with up to 6 SOM members representing both business and technical areas. The IPT will be trained on the basic system by the Contractor. The Contractor will then lead the IPT through exercises and interviews to establish a preliminary configuration of the software.

Contractor shall prepare a Testing Plan to ensure that the requirements are satisfied and to validate the results. All test errors must be corrected, implemented and tests re-executed in their entirety.

The State is responsible for User Acceptance Testing (UAT). The State will not accept the product and sign-off on implementation until such time as the State certifies successful completion of acceptance testing by the system.

Contractor shall provide support for the duration of the UAT. This support must include both business and technical assistance. The testing process will include the ability to provide for a complete test cycle. Contractor shall support the UAT by:

- Monitoring system performance.
- Investigating why data was not processed.
- Monitoring computer resource usage.
- Participating in problem review meetings.
- Investigating problems and identifying potential problems.
- Answering user questions about the system.
- Investigating and ensuring user access to the system in the UAT environment.
- Generally helping the users execute tests and review results.

Contractor shall, in cooperation with DTMB staff, test the backup and restore processes following application acceptance testing, to ensure that the system does function accurately and effectively.

At the completion of the project, Contractor will conduct a Review meeting with all relevant parties to discuss successful / unsuccessful aspects of the project phase. Contractor will document these discussions and develop a plan of action for each documented item.

## **INTEGRATION**

The Contractor's Case Management System must interface to Microsoft Outlook for notifications and scheduling. Contractor, in cooperation with DTMB and MAHS staff, shall coordinate activities, discuss status, resolve issues, coordinate implementation with training, plan the transition from the existing workflow to the new one, and provide onsite post-implementation help to resolve workflow and application issues.

## **WARRANTY**

Contractor will provide a 90 calendar day warranty from the date the relevant application components are deployed in production environment. During the warranty period, contractor will correct any defective element of the application that fails to perform in accordance with the requirements as defined in the approved requirement specifications and associated technical design.

### **Contract Deliverables**

- Installation and implementation to the COTS software
- Integration / Interface with the Microsoft Exchange Server
- Customization of the COTS as needed
- Test plan, scripts and results
- 90 days warranty

### **Acceptance of Contract Deliverables**

- Criteria are sited in Section 1.500 Acceptance.

## **DOCUMENTATION**

The Contractor shall produce and update technical documentation including system documentation (i.e., Operations Manual) and application programming interface (API) documentation. Final versions of these documents are due before implementation as well as at interim time periods as agreed upon by the Contractor and the State's Project Managers.

The Contractor must develop and submit for State' Project Managers approval complete, accurate, and timely system, operations, and user documentation. The Contractor must notify the State' Project Managers of any discrepancies or errors outlined in the system, operations, and user documentation.

Physical Data Model - The Contractor shall provide the State with the Physical Data Model represented in a series of letter-sized pages depicting the business and administration areas which are commonly used for reporting and data analysis. Each data model will identify tables, views, columns, and relationships.

Data Dictionary - The Contractor shall provide the State with a data dictionary of the database schema.

**Contract Deliverable(s)**

- User manuals – ten (10) hard copies and one (1) electronic copy.
- Technical manuals - One (1) hard copy and one (1) electronic copy of the following documentation shall be provided:
  - o Data Dictionary
  - o Operations Manual
  - o Physical Data Model
- All updates of documentation during the term of the Contract, software license and maintenance agreement

**Acceptance of Contract Deliverables**

- Criteria are sited in Section 1.500 Acceptance.

**KNOWLEDGE TRANSFER/TRANSITION AND IMPLEMENTATION**

Contractor shall train the DTMB staff to take over routine support for application software. The Contractor must implement the turnover process, consistent with the approved Turnover Plan.

Throughout the project, the Contractor will provide a series of monthly progress reports on the activities, issues, and progress in knowledge transfer for the DTMB employees.

Contractor shall prepare and submit a Turnover Plan due no later than 90 calendar days prior to the final Statewide Implementation Date for the new system. The Turnover Plan should include:

- Responsibilities of the respective parties (MAHS Commission, DTMG and Contractor) for each system area.
- Proposed transition schedule to State staff.
- Level of resources required after transition.
- Backup plan for any failed transfers.
- Proposal for Contractor maintenance after the Transition Phase is complete.
- Training for DTMB Client Service Center (Help Desk) staff based on the Help Desk processes and scripts.
- Complete training and operations testing for State business users.
- Review all aspects of system operations with State managers to assure State resources are prepared for initial operations.

This implementation will begin with an updated Turnover Plan to the State confirming the steps and requisite responsibilities for transferring the daily business operation to State staff.

Contractor must submit a Final Turnover Report to the State's Project Managers 60 calendar days prior to the termination of the Transition Phase for the new system. The Final Turnover Report should include:

- Training provided to each business area.
- Any risks and proposed remediation for continued operation of the business areas after the Transition Phase.
- Level of State business resources required after transition.
- Describe the successes and any deficiencies in State operation of the system during the Transition Phase.

The Contractor will file a summary Knowledge Transfer Report no later than 60 calendar days prior to the termination of the Transition Phase describing the knowledge transfer process, the accomplishments, and any obstacles to DTMB's assumption of full responsibility for the system at the termination of the Transition Phase. The content should include:

- Training provided to each technical area.
- Any necessary corrective action or remediation taken.
- Risks in State assumption of operation.

Updated Application Source Code Artifacts – The Contractor will follow the agreed upon procedures to modify, test, and implement code.

Updated Documentation - The Contractor will update any documentation that has been previously created by the Contractor to reflect the updated and enhanced functionality of the application/system. The Contractor will provide updated versions of all systems, user, training, and operations documentation prior to the implementation date. Documentation must meet all requirements of the approved Documentation Standards Plan and be provided in electronic and hard copy, if requested by State. Documentation includes:

- Complete system documentation.
- User manuals (administrator and authorized user).
- Training manuals.
- Glossary
- Updates to the Help Desk Guide to reflect new functionality as it is released.
- All operations procedures not covered in a user manual and requested by the State.

Other Transition Activities –

- The Contractor's technical staff provides application software maintenance and automated file transfers, as defined in the Turnover Plan and agreed upon by the Project Managers.
- The Contractor's technical staff performs software enhancements and configuration changes pursuant to approved change orders from the State.
- The Contractor's technical staff provides any formal training and "Hands-On" experience in the transfer system software
- Technical training for State individuals who will be working with the services contractor to configure the applications including establishing databases and interfaces, customization, and upgrading the customized software.

- System administration training for State personnel who will be responsible for ongoing maintenance and administration of the system, including security.

**Deliverables:**

- Updated Turnover Plan
- Final Turnover Report
- Knowledge Transfer Report
- Updated Application Source Code Artifacts – The Contractor will follow the agreed upon procedures to modify, test, and implement code.
- Updated Documentation

**Acceptance of Contract Deliverables**

- Criteria are cited in Section 1.500 Acceptance.

**1.200 Roles and Responsibilities**

**1.201 Contractor Staff, Roles, and Responsibilities**

The Contractor must identify a Single Point of Contact (SPOC). The duties of the SPOC shall include, but not be limited to:

- Supporting the management of the Contract,
- Facilitating dispute resolution
- Advising the State of performance under the terms and conditions of the Contract.

The State reserves the right to require a change in the current SPOC if the assigned SPOC is not, in the opinion of the State, adequately serving the needs of the State.

***Key Personnel - Project Manager & Technical Lead***

All Key Personnel are subject to the State's interview and approval including substitutions. The State has identified the *Project Manager and Technical Lead* as key personnel for this project. The *Project Manager* shall interact with the designated personnel to ensure a smooth transition to the new system. The *Project Manager and Technical Lead* must coordinate all activities of the Contractor personnel assigned to the project and create all reports required by State. The Contractor's *Project Manager and Technical Lead* responsibilities include, at a minimum:

- Manage all defined Contractor responsibilities in this Scope of Services.
- Manage Contractor's subcontractors, if any
- Develop the project plan and schedule, and update as needed
- Serve as the point person for all project issues
- Coordinate and oversee the day-to-day project activities of the project team
- Assess and report project feedback and status
- Escalate project issues, project risks, and other concerns
- Review all project deliverables and provide feedback
- Proactively propose/suggest options and alternatives for consideration
- Utilize change control procedures
- Prepare project documents and materials

- Manage and report on the project's budget

The Contractor will provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work.

The Contractor must provide and maintain an Organizational Chart indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for the work (Attachment 3).

Contractor must provide a list of all subcontractors, including firm name, address, contact person, and a complete description of the work to be contracted. Include descriptive information concerning subcontractor's organization and abilities.

Travel Expenses - No travel or expenses will be reimbursed. This includes hotel, mileage, meals, parking, and travel costs related to training provided to the State by Contractor. Travel time will not be reimbursed.

**Additional Security and Background Check Requirements:**

Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project.

In addition, proposed Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, if required by project.

Contractor will pay for all costs associated with ensuring their staff meets all requirements.

**1.202 State Staff, Roles, and Responsibilities**

The State project team will consist of a DTMB and MAHS Project Manager, as well as a MCAC Subject Matter Expert:

| Name           | Agency/Division      | Title                     | Phone/e-mail |
|----------------|----------------------|---------------------------|--------------|
| Michael Zimmer | LARA/MAHS            | Executive Director        | 517-272-3286 |
| Paula Henige   | MAHS                 | Business Project Manager  | 313-456-2711 |
| Toby Pittman   | DTMB                 | Technical Project Manager | 517-636-5428 |
| Mark Long      | Appellate Commission | Subject Matter Expert     | 517-241-2056 |

The State is designating two (2) **Project Managers** responsible for the State's infrastructure and coordinate with the Contractor in determining the system configuration. The State's Project Managers will provide the following services:

- Provide State facilities, as needed
- Coordinate the State resources necessary for the project
- Facilitate coordination between various external Contractors
- Facilitate communication between different State departments/divisions
- Provide acceptance and sign-off of deliverable/milestone
- Review and sign-off of timesheets and invoices
- Resolve project issues
- Escalate outstanding/high priority issues
- Utilize change control procedures
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Document and archive all important project decisions
- Arrange, schedule and facilitate State staff attendance at all project meetings.

The State will provide the resources for the Contractor's use on this project to include Work space, Desk, Telephone, PC workstation, Printer and Access to copiers and fax machine. PC workstations will have network access to application servers and the internet.

The Contractor may use these resources without cost to the Contractor to produce, print, and reproduce training materials and documentation related to the project.

#### **Location of Work**

Installation and implementation will be at the State of Michigan data center in Lansing, Michigan. All testing with State of Michigan data will be done on the State of Michigan network within the State of Michigan firewall. All other work shall be performed at the State of Michigan location or the Contractor's site as mutually agreed.

#### **Hours of Operation:**

Normal State working hours are 8:00 a.m. to 5:00 P.M. EST, Monday through Friday, with work performed as necessary after those hours to meet project deadlines. The State reserves the right to modify the work hours in the best interest of the project. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay. No overtime will be authorized or paid.

### **1.300 Project Plan**

#### **1.301 Project Plan Management**

##### **Project Plan**

Contractor shall provide a Project Plan created with Microsoft Project including necessary time frames and deliverables for the various stages of the project and the responsibilities and obligations of both the Contractor and the State. In particular, the Project Plan will provide:

- A description of the deliverables to be provided under this contract.
- Target dates and critical paths for the deliverables.
- Identification of roles and responsibilities, including the organization responsible. Contractor is to provide a roles and responsibility matrix.
- A schedule and Gantt chart (for all project tasks, subtasks, and activities), milestones, and deliverables.
- The labor, hardware, materials and supplies required to be provided by the State in meeting the target dates established in the Preliminary Project Plan.
- Originally scheduled start and end dates for all tasks, subtasks, and activities (including milestones and deliverables).
  - Anticipated start dates for future tasks, subtasks, and activities.
- Anticipated end dates for all current and future tasks, subtasks, and activities.
- Internal milestones
- Task durations
- Contractor and State resources for all tasks, subtasks, and activities that exist as line items within the Project Plan.

The Project Plan shall include the following deliverable/milestones for which payment shall be made.

- Payment to the Contractor will be made upon the completion and acceptance of the deliverable or milestone, not to exceed contractual costs. A milestone is defined as complete when all of the deliverables within the milestone have been completed.
- Failure to provide deliverable/milestone by the identified scheduled date may be subject to liquidated damages.

#### **Orientation Meeting**

Within 14 calendar days from execution of the Contract, the Contractor will be required to attend an orientation meeting to discuss the content and procedures of the Contract. The meeting will be held in Lansing, Michigan, at

a date and time mutually acceptable to the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

### **Performance Review Meetings**

The State will require the Contractor to attend monthly meetings, at a minimum, to review the Contractor's performance under the Contract. The meetings will be held in Lansing, Michigan, or by teleconference, as mutually agreed by the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

### **Project Control**

The Contractor will carry out this project under the direction and control of DTMB and the Commission. Within 14 calendar days of the Contract Orientation Meeting, the Contractor will submit the project plan to the State Project Manager(s) for final approval. This project plan must be in agreement with Article 1, Section 1.104 Work and Deliverables, and must include the following:

- The Contractor's project organizational structure.
- The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
- The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each.
- The time-phased plan in the form of a graphic display showing each event, task and decision point in the WBS.

The Contractor will manage the project in accordance with the State Unified Information Technology Environment (SUITE) methodology, which includes standards for project management, systems engineering, and associated forms and templates which is available at <http://www.michigan.gov/suite>

Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards.

Contractor may use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract. Under this fixed-price contract, the Contractor may choose to share this information with the SOM.

### **1.302 Reports**

Reporting formats must be submitted to the State's Project Managers for approval within 10 to 14 business days after the execution of the Contract. Once both parties have agreed to the format of the report, it shall become the standard to follow until the final implementation is complete and the warranty period has expired.

Monthly Project Status to include:

- Summary of activity during the report period
- Accomplishments during the report period
- Deliverable status
- Schedule status
- Action Item status
- Issues
- Change Control

### **1.400 Project Management – Please refer to Article 1, Section 1.400 of the Contract**

## **1.500 Acceptance**

### **1.501 Criteria**

The following is standard acceptance criteria for document and software deliverables. Any specific criteria, processes and/or procedures required by the agency for each deliverable/milestone should be identified in Section 1.104 Work and Deliverables.

#### **Document Deliverables**

1. Documents are dated and in electronic format, compatible with State of Michigan software in accordance with Article 1.302.
2. Requirements documents are subject to change control, reviewed and updated in accordance with change management processes throughout the development process to assure approved requirements are delivered in the final product.
3. Draft documents are not accepted as final deliverables.
4. The documents will be reviewed and accepted in accordance with the requirements of the Contract and Appendices.
5. DTMB will review documents within a mutually agreed upon timeframe.
  - a. Approvals will be written and signed by DTMB Project Manager.
  - b. Issues will be documented and submitted to the Contractor.
  - c. After issues are resolved or waived, the Contractor will resubmit documents for approval within 30 days of receipt.

**Software Deliverables** - Software includes, but is not limited to, software product, development tools, support tools, data migration software, integration software, and installation software.

1. Beta software is not accepted as final deliverable.
2. The software will be reviewed and accepted in accordance with the requirements of the contract.
3. DTMB will review software within a mutually agreed upon timeframe for acceptance of functionality, usability, installation, performance, security, standards compliance, backup/recovery, and operation.
  - a. Approvals will be written and signed by DTMB Project Manager.
  - b. Unacceptable issues will be documented and submitted to the Contractor.
  - c. After issues are resolved or waived, the Contractor will resubmit software for approval within 30 days of receipt.
4. Software is installed and configured, with assistance from DTMB, in an appropriate environment (e.g. development, conversion, QA testing, UAT testing, production, and training).
5. Contingency plans, de- installation procedures, and software are provided by the Contractor and approved by DTMB Project Manager.
6. Final acceptance of the software will depend on the successful completion of User Acceptance Testing (UAT).
7. Testing will demonstrate the system's compliance with the requirements of the RFP. At a minimum, the testing will confirm the following:

- a. Functional - the capabilities of the system with respect to the functions and features described in the RFP.
  - b. Performance - the ability of the system to perform the workload throughput requirements. All problems should be completed satisfactorily within the allotted time frame.
8. DTMB will review test software, data, and results within a mutually agreed upon timeframe.
- a. Approvals will be written and signed by DTMB Project Manager.
  - b. Unacceptable issues will be documented and submitted to the Contractor.
  - c. After issues are resolved or waived, the Contractor will resubmit test software, data and results for approval within 30 days of receipt.
9. DTMB will review software license agreements within a mutually agreed upon timeframe.
- a. Approvals will be written and signed by DTMB Project Manager.
  - b. Unacceptable issues will be documented and submitted to the Contractor.
  - c. After issues are resolved or waived, the Contractor will resubmit the license agreement for approval and final signature by the authorized State signatory within 30 days of receipt
10. Software source code work made for hire by the State, where applicable, is reviewed by DTMB within a mutually agreed upon timeframe for readability, structure, and configuration management.
- a. Approvals will be written and signed by DTMB Project Manager.
  - b. Unacceptable issues will be documented and submitted to the Contractor.
  - c. After issues are resolved or waived, the Contractor will resubmit source code for approval.

#### 1.502 Final Acceptance

Final acceptance is expressly conditioned upon completion of ALL deliverables/milestones, completion of ALL tasks in the project plan as approved, completion of ALL applicable inspection and/or testing procedures, and the certification by the State that the Contractor has met the defined requirements.

### **1.600 Compensation and Payment**

#### 1.601 Compensation and Payment

Price Clause: Firm-Fixed-price deliverable basis Contract. See attached Price Tables.

Please refer to Article 1, Section 1.601 of the Contract for all other relevant terms and conditions regarding Compensation and Payment.

**Requirement Specifications**

onal  
Modifications

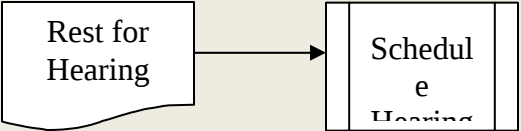
standard feature

out is a planned enhancement or will be added at no additional cost and will be supported in future releases

out will be added at the additional cost detailed in the cost proposal and will require additional cost to transfer to future releases

out will be added at the additional cost detailed in the cost proposal and will be supported in future releases at no additional cost

|                                                             | M / O | Yes | Yes<br>with<br>Mod | No | REQ<br>Response | Comments                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------|-------|-----|--------------------|----|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| web based<br>MAHS users<br>privileges via<br>intranet.      | M     | ✓   |                    |    | A               | myCaseLoad is a web-based system compatible with the Internet Explorer web browser and accessible from an intranet network. Users authenticated by the Michigan network and granted security privileges will gain access to myCaseLoad.                                                                                                                                                                                                 |
| le Case Type,<br>fier if one                                | M     | ✓   |                    |    | A               | These will be the minimum data requirements to request a hearing.                                                                                                                                                                                                                                                                                                                                                                       |
| e to assign a<br>r (Docket                                  | M     | ✓   |                    |    | A               | The number generator in myCaseLoad is very flexible and will be able to generate a unique identifier (e.g. 2009-123). The format can be consistent or specific to an agency or individual case types.<br>An extended number can also be configured to include extra information such as county, agency code, or hearing type. This is often appreciated by ALJs and others who can get a snapshot of the case from a single identifier. |
| rt flexible<br>rching for<br>ntifier as well<br>Identifier, | M     | ✓   |                    |    | A               | myCaseLoad provides many search screens to allow users to find their data from different avenues. For example, you can search for cases by number, party information, attorney name, issues, scheduled events, documents on                                                                                                                                                                                                             |

| # | Requirement                                                                                                                                                         | M / O | Yes | Yes with Mod | No | REQ Response | Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----|--------------|----|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | should be given to the users.                                                                                                                                       |       |     |              |    |              | When entering an agency case number, myCaseLoad will tell the user if a duplicate number exists for the agency.                                                                                                                                                                                                                                                                                                                                                                               |
| 5 | The system must be able to route an appeal to the proper staff (clerical, attorneys, Commission Members, etc), based on Case Type, through the work flow processes. | M     | ✓   |              |    | A            | <p>An administrator can choose to define separate workflow timelines for each agency case type or a group of case types. Each individual timeline can indicate a specific Scheduler.</p>  <pre> graph LR     A[Rest for Hearing] --&gt; B[Schedule Hearing]   </pre> <p>When a Request for Hearing document is entered, the proper Scheduler will be automatically assigned to the scheduling task(s).</p> |
| 6 | Status of each Case Management process must be viewable in a status screen within the application. (scheduled hearing, not scheduled, hearing held, etc)            | M     | ✓   |              |    | A            | <p>Every time a case hits a milestone and the case status is updated, myCaseLoad will record the status and the effective date of the change. This gives each user a historical snapshot on the current case.</p> <p>The case status history is also a valuable source of information when reporting on key performance indicators.</p> <p>See the print screen in Appendix A labeled <b>Error! Reference source not found.</b></p>                                                           |
| 7 | Using a scheduling tool, the system must be able to electronically assign a panel, or other MCAC staff to a case.                                                   | M     | ✓   |              |    | A            | myCaseLoad provides scheduling and calendaring functions for an unlimited number of resources including ALJs, specific hearing rooms, security, scribes. A claimant can specify any special needs (e.g. language interpreter, wheelchair access) they may have. When the Scheduler sets the hearing date, they will be reminded of the special need.                                                                                                                                          |
| 8 | The system must be able to generate various case status templates based on Agency and Case Type and status.                                                         | M     | ✓   |              |    | A            | Notices of Hearing are prepared on the server from a user-defined Word template. The template can be defined for a single agency/case type.                                                                                                                                                                                                                                                                                                                                                   |

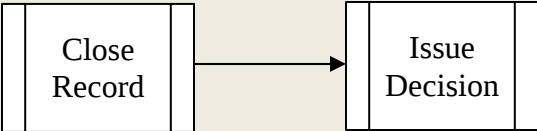
| # | Requirement                                                                                                   | M / O | Yes | Yes with Mod | No | REQ Response | Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---|---------------------------------------------------------------------------------------------------------------|-------|-----|--------------|----|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |                                                                                                               |       |     |              |    |              | A generalized approach can also be taken in which a single template is used but the agency/case type specific paragraphs are pulled from the database. This is the preferred method to reduce template maintenance effort.                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 9 | Non MAHS agency personnel must be able to access a status screen on a read only basis.                        | M     |     | ✓            |    | B            | A separate website will be established to provide read only access to case data for Non-MAHS agency personnel. This is referred to as the “ <b>Error! Reference source not found.</b> ” in the Baseline System section above.                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 1 | The system must keep a reportable log of all transactions as they occur for each docket number.               | M     | ✓   |              |    | A            | Every insert, update or delete transaction can be logged into the database for later reporting. The log includes the transaction timestamp, user identifier, and record identifier.<br>The System Administrator can determine which areas of the system should be audited.<br>Additionally, we encourage users to enter a short note when making entries. This is an optional step, but it has been found helpful to subsequent users looking at the modified record.                                                                                                                                                                                                             |
| 1 | All templates, for Orders, Decisions, Notices, etc. should be pre-populated with appropriate information.     | M     | ✓   |              |    | A            | User-defined Microsoft Word templates are used in the preparation of orders, decisions, letters, etc. Each template includes hard-coded text, images, and formatting as well as data fields which will be populated from the database when the document is generated.<br>The template writer can also assist the end-user by bookmarking areas of the document with questions which will require responses. myCaseLoad will scan the template for these bookmarks and request an answer for each of the bookmarked questions from the end user. Once the document has been pre-populated with appropriate information, the document will be streamed to the end-user to complete. |
| 1 | The system must be able to print documentation such as, default orders to a selected system printer available | M     | ✓   |              |    | A            | Once a user has generated a document (e.g. default order) they can select a system printer to send the completed document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

| # | Requirement                                                                                                                                                      | M / O | Yes | Yes with Mod | No | REQ Response | Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----|--------------|----|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | to users.                                                                                                                                                        |       |     |              |    |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 1 | MAHS users must be able to enter results and progress of the cases into the system.                                                                              | M     | ✓   |              |    | A            | The event (e.g. hearing, motion, reconsideration hearing, etc.) result is entered as a result type with result effective date and subject text. The subject text is a narrative which can be defaulted based upon the result type and modified by the end-user. The result date may occur before the event date when the event is cancelled or a continuance is granted.                                                                                           |
| 1 | The system must be able to attach electronic files/documents to a case.                                                                                          | M     | ✓   |              |    | A            | One or more electronic files (e.g. decisions, exhibits, digital recordings, images) can be attached to a document entry. A document with attachments will appear with a paperclip icon on the Document List. A case can have an unlimited number of documents.<br>See the print screen in Appendix A labeled <b>Error!</b><br><b>Reference source not found..</b>                                                                                                  |
| 1 | The system must record compliance with timelines and notify users of action(s) required. For example case assigned to a panel, but orders have yet to be issued. | M     | ✓   |              |    | A            | When an action is performed in myCaseLoad, the workflow engine can create one or more tasks for completion based upon the timelines defined for the agency and case type. The task(s) will have a due date automatically calculated based upon legislated timelines or internal best practices. If the task is not completed by the calculated (or extended) due date, myCaseLoad will generate reminder email message(s) with user-definable text and recipients. |
| 1 | The system must allow the user to close the request into a close status without losing information pertinent to the case.                                        | M     | ✓   |              |    | A            | No information is lost when closing a case. If the case is later re-opened, even the original disposition information will be retained.                                                                                                                                                                                                                                                                                                                            |
| 1 | The system must support amendments to documents                                                                                                                  | M     | ✓   |              |    | A            | Amended documents are handled by myCaseLoad clients by defining a separate “amended” document types (e.g Amended Final Order and Decision) and recording a note on the original document that it has been amended.                                                                                                                                                                                                                                                 |
| 1 | The system must support the scheduling of adjournments to                                                                                                        | M     | ✓   |              |    | A            | Once the hearing result has been entered (e.g. cancelled, adjourned, postponed) the Scheduler can book a future                                                                                                                                                                                                                                                                                                                                                    |

| # | Requirement                                                                                                                                    | M / O | Yes | Yes with Mod | No | REQ Response | Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---|------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----|--------------|----|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | hearings.                                                                                                                                      |       |     |              |    |              | hearing date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 1 | The system must be able to interface with Microsoft Outlook.                                                                                   | M     | ✓   |              |    | A            | <p>There are multiple interface points between myCaseLoad and Outlook. A user can expect to receive information in their Outlook inbox from the following processes:</p> <ul style="list-style-type: none"> <li>• They requested a report based upon a schedule (e.g. monthly statistical report)</li> <li>• They received a reminder of an overdue task assigned to them or their staff</li> <li>• They received an automatically generated document (e.g. default order, scheduling notice, etc.) when they made an “action” entry (e.g. activity, document, assignment, etc.) in myCaseLoad</li> </ul> |
| 2 | The system should be able to accomplish bi-directional synchronization with Microsoft Outlook in regards to notifications of delinquent items. | M     | ✓   |              |    | A            | This is provided by the Microsoft Exchange Interface detailed in the proposal section labeled <b>Error! Reference source not found..</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 2 | The system must allow for re-prints to all documents                                                                                           | M     | ✓   |              |    | A            | <p>When a document is generated and further editing is not required (e.g. notices), it can be automatically attached to the case in a publishable format (e.g. Acrobat PDF). If the document requires further editing (e.g. decisions), they can be generated, completed off line, and then uploaded to the case.</p> <p>Either way, the <u>actual</u> document that was sent out is attached to the case, so viewing or re-printing the document is possible. It does not have to be re-generated.</p>                                                                                                   |
| 2 | The system must be able to affix electronic signatures to the generated order/decision.                                                        | O     | ✓   |              |    | A            | The System Administrator can upload one scanned signature per resource (e.g. ALJ). The signature can be affixed to a generated document (e.g. order, decision) provided the user has been granted security privileges.                                                                                                                                                                                                                                                                                                                                                                                    |
| 2 | The system must support the ability                                                                                                            | M     | ✓   |              |    | A            | Events can be scheduled after the hearing event has                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

| # | Requirement                                                                                                                                  | M / O | Yes | Yes with Mod | No | REQ Response | Comments                                                                                                                                                                                                                                                                   |
|---|----------------------------------------------------------------------------------------------------------------------------------------------|-------|-----|--------------|----|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | to schedule a post hearing event.                                                                                                            |       |     |              |    |              | concluded (e.g. a Reconsideration Hearing in the same case) or the case has been closed.<br>See the print screen in Appendix A labeled <b>Error! Reference source not found..</b>                                                                                          |
| 2 | The system must support the ability to close the case file which is based on Agency and Case Type.                                           | M     | ✓   |              |    | A            | Based upon Appendix 2 (i.e. To Be Process), MAHS needs to be able to retain or return the case file based upon the agency (e.g. DHS, DCH).<br>The workflow process can be tailored to a specific agency or case type.                                                      |
| 2 | The system must support the reopening of a docket for remand, rehearing or reconsideration                                                   | M     | ✓   |              |    | A            | When a closed case is remanded, the Wizard Engine will ask the user for the case number, create a new case, relate the two cases, and copy parties over to the new case.                                                                                                   |
| 2 | The system must provide system administration access for designated MAHS staff.                                                              | M     | ✓   |              |    | A            | Users are assigned to one or more Security Roles. A Security Role is assigned the Application Right to perform administration tasks.                                                                                                                                       |
| 2 | The System Administrator must be able to add and delete users.                                                                               | M     | ✓   |              |    | A            | The System Administrator can add, maintain and inactivate users.<br>Users are not deleted from the system, since they are still connected to their notes, audit trail and other tables. The inactive user's network id can be removed by the Network Administrator.        |
| 2 | The system must allow the System Administrator to establish role based security.                                                             | M     | ✓   |              |    | A            | Users are assigned to one or more Security Roles. Privileges are assigned to Security Roles. A user's rights are considered the sum of the rights of their Security Roles.                                                                                                 |
| 2 | The system must be able to record and report on transaction audit trails. For example, log what a user changed and when the change was made. | M     | ✓   |              |    | A            | Every insert, update or delete transaction can be logged into the database for later reporting. The log includes the transaction timestamp, user identifier, and record identifier.<br>The System Administrator can determine which areas of the system should be audited. |
| 3 | The system must require user name and password for login and conform to the State of Michigan login                                          | M     | ✓   |              |    | A            | myCaseLoad uses Active Directory to authenticate all users. When a user logs into the State of Michigan network or SSO system, they will not need to login again.                                                                                                          |

| # | Requirement                                                                                                                                          | M / O | Yes | Yes with Mod | No | REQ Response | Comments                                                                                                                                                                                                                                                                                     |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----|--------------|----|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | security standards.                                                                                                                                  |       |     |              |    |              |                                                                                                                                                                                                                                                                                              |
| 3 | The system must provide an automated password recovery process.                                                                                      | M     | N/A |              |    | A            | Not Applicable: myCaseLoad does not store user passwords. We will follow the State of Michigan login security standards.<br>When a user logs into the State of Michigan network or SSO system, they will not need to login again.                                                            |
| 3 | The system must allow for System Administrator to run administrative reports.                                                                        | M     | ✓   |              |    | A            | Each report can have its own security profile. The System Administrator(s) can be configured to run the administrative reports.                                                                                                                                                              |
| 3 | The system must be able to generate ad-hoc reports, with a user supported interface that allows flexible selection criteria.                         | M     | ✓   |              |    | A            | Ad hoc reports are created via the Report Builder tool which can be accessed from the myCaseLoad main menu.                                                                                                                                                                                  |
| 3 | The system must have a user configurable work-flow process.                                                                                          | M     | ✓   |              |    | A            | The myCaseLoad solution uses the Workflow Designer tool to graphically model processes. The models are grouped together into “Timelines” and assigned to one or more agency case types.                                                                                                      |
| 3 | The system must be able to track and generate reminders. (due dates, tasks, statutory limitations of cases and other timeline standards for events.) | M     | ✓   |              |    | A            | When an action is performed (e.g. document is filed), the workflow engine can automatically create one or more tasks with calculated due dates. If the task is delinquent, a reminder email can be generated and sent to the resource responsible for the task completion (or someone else). |
| 3 | The system must be able to generate a case certification of records from a list of templates .                                                       | M     | ✓   |              |    | A            | When a document template is chosen for preparation of a certificate or record, the choice of templates will be filtered by case type.                                                                                                                                                        |
| 3 | The system must allow users to run pre-defined role based reports.                                                                                   | M     | ✓   |              |    | A            | Each user will belong to one or more network roles (e.g. myCaseLoad Admin, MAHS DHS User). The access level of each report can be configured based upon these roles. A user will only be able to access the reports they are able to run.                                                    |
| 3 | The system must allow time tracking between close of record and decision issuance.                                                                   | M     | ✓   |              |    | A            | When the record is closed, the workflow engine will create a task named “Issue Decision” with a target due date calculated as X days from the date of closure.                                                                                                                               |

| # | Requirement                                                                                                                                                                                         | M / O | Yes | Yes with Mod | No | REQ Response | Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----|--------------|----|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |                                                                                                                                                                                                     |       |     |              |    |              |  <p>When the decision is issued, the completion date will be recorded automatically.</p>                                                                                                                                                                                                                                                                                                                          |
| 3 | The system must allow for time tracking between all events based on Case Type. For example, time limits on scheduling                                                                               | O     | ✓   |              |    | A            | The workflow engine will create tasks when actions are performed in myCaseLoad. The tasks are created based upon the time limits specified for each case type.                                                                                                                                                                                                                                                                                                                                       |
| 4 | System needs to support 50 users, approximately 20 concurrent, located In Lansing. Of the 50 users, most will be create, read, update and delete users and the remaining balance will be read only. | M     | ✓   |              |    | A            | myCaseLoad can support over 200 users including 50 concurrent users. Each user can be related to a specific office across the State.<br>The myCaseLoad licensing model differentiates users who require full data rights versus query (or read only) rights.                                                                                                                                                                                                                                         |
| 4 | Two electronic copies of Technical Manuals                                                                                                                                                          | M     |     | ✓            |    | B            | <p>The CaseLoad “technical manuals” need some work and will be expanded to include:</p> <ul style="list-style-type: none"> <li>• Setup and Admin Guide for Internet Information Server (IIS)</li> <li>• Admin Guide for Reporting Services</li> <li>• Admin Guide for SQL Server</li> <li>• Configuration Guide for Delinquency Notice Check application</li> <li>• Web Service Reference Guide (API)</li> </ul> <p>These materials will be prepared and two electronic copies will be provided.</p> |
| 4 | Two electronic copies of Data Element Dictionary                                                                                                                                                    | M     | ✓   |              |    | A            | The data dictionary is supplied with the installed software. It is a series of hyperlinked web pages.                                                                                                                                                                                                                                                                                                                                                                                                |
| 4 | Two electronic copies of Operations                                                                                                                                                                 | M     | ✓   |              |    | A            | CaseLoad will supply two electronic copies of our                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

| # | Requirement                                                                                                                                                                                                                                                                                          | M / O | Yes | Yes with Mod | No | REQ Response | Comments                                                                                                                                                                                               |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----|--------------|----|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | Manual                                                                                                                                                                                                                                                                                               |       |     |              |    |              | Application Administrator Guide.                                                                                                                                                                       |
| 4 | Vendor to provide updates of documentation during the term of the contract, software license and maintenance agreement                                                                                                                                                                               | M     | ✓   |              |    | A            | CaseLoad will provide updates of documentation during the term of the contract. They will also provide a software license and maintenance agreement.                                                   |
| 4 | When a document is generated for mailing, the system must have the ability to generate mailing labels, a cover sheet or both to the parties in the case.                                                                                                                                             | M     | ✓   |              |    | A            | The labels and or cover sheet are templates easily generated.                                                                                                                                          |
| 4 | The system must include work management functionality to allow state authorized users to pull pending work from lists and to monitor for upcoming due dates.                                                                                                                                         | M     | ✓   |              |    |              | The system will have the ability to run reports to list cases by due dates, etc.                                                                                                                       |
| 4 | The Vendor needs to provide “train the trainer” training - Class room training at one location for up to 10 people                                                                                                                                                                                   | M     | ✓   |              |    | A            | CaseLoad will provide “train the trainer” training for up to 10 people at one location. The training may be conducted as two groups of students. Any JAD sessions will include all 10 representatives. |
| 4 | The system must allow authorized state users to track file location via the following data elements: <ul style="list-style-type: none"> <li>File location</li> <li>Date of location change</li> <li>Person who changed the location</li> <li>Person intended to receive the file (if any)</li> </ul> | M     | ✓   |              |    | A            | This information is maintained, stored and able to be tracked.                                                                                                                                         |
| 4 | The system must allow for batch printing of documents, including envelopes and labels.                                                                                                                                                                                                               |       | ✓   |              |    | B            | Templates can be batch printed.                                                                                                                                                                        |
| 5 | The system must allow the authorized user to update state and                                                                                                                                                                                                                                        | M     | ✓   |              |    | A            | Authorized users are able to perform updates.                                                                                                                                                          |

| # | Requirement                                                  | M / O | Yes | Yes<br>with<br>Mod | No | REQ<br>Response | Comments |
|---|--------------------------------------------------------------|-------|-----|--------------------|----|-----------------|----------|
|   | status of a case, even when the case<br>is marked as closed. |       |     |                    |    |                 |          |

# Michigan Compensation Appellate Commission Price Quote

| Summary                          |                     |
|----------------------------------|---------------------|
| Description                      | Total               |
| Project Implementation Services  | \$180,470.00        |
| Software Licenses                | \$52,000.00         |
| Software Subscription            | \$10,920.00         |
| Optional Software Customizations | \$15,500.00         |
| <b>Total</b>                     | <b>\$258,890.00</b> |

Assumptions

:

- No Data conversion is required
- Train the trainer methodology used for end user training
- No Reports creation required by CaseLoad services
- Includes up to 3 days training on report creation, 3 days on workflow designer, 2 days on mail merge template creation. For up to 3 people each.
- Includes all travel and expenses
- All license fees are due upon contract signing
- Does not include applicable taxes
- Above totals include all software required for MCAC standalone instance of myCaseLoad
- Does not include any hardware required

## Software and Subscription Summary

| License Costs            |                  |                 |          |                    |
|--------------------------|------------------|-----------------|----------|--------------------|
| License Costs            | Unit Description | Unit Price (\$) | Quantity | Total (\$)         |
| myCaseLoad Base Module   | Organization     | 30,000          | 1        | 30,000.00          |
| Workflow Designer        | Named User       | 3,000           | 1        | 3,000.00           |
| File Tracking Module     | Organization     | 5,000           | 1        | 5,000.00           |
| Full Text Search Module  | Organization     | 4,000           | 1        | 4,000.00           |
| Community Website Module | Named User       | 10,000          | 1        | 10,000.00          |
| <b>Licenses Total:</b>   |                  |                 |          | <b>\$52,000.00</b> |

### Subscription Fees

| Subscription Fees          |  | Unit Price (\$) | Quantity | Total (\$)         |
|----------------------------|--|-----------------|----------|--------------------|
| myCaseLoad Base Module     |  | 6,300           | 1        | 6,300.00           |
| Workflow Designer          |  | 630             | 1        | 630.00             |
| File Tracking Module       |  | 1,050           | 1        | 1,050.00           |
| Full Text Search Module    |  | 840             | 1        | 840.00             |
| Community Website Module   |  | 2,100           | 1        | 2,100.00           |
| <b>Subscription Total:</b> |  |                 |          | <b>\$10,920.00</b> |

*Note: Only File Tracking is required if implemented on MAHS instance of myCaseLoad*

### Customization Summary

| #            | Customization Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Ref # | Net Cost      |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|---------------|
| 1            | The system must include work management functionality to allow state authorized users to pull pending work from lists and to monitor for upcoming due dates.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 46    | 0             |
| 2            | Allow the File Tracking Module to record the file movement using a bar code reader. When a bar code is read from the file folder/jacket, the file tracking module will display the file movement screen for the user who is logged into myCaseLoad. There are two ways to identify the destination for the file. The first option is for the user to choose the location from a picklist on the myCaseLoad screen. The second option is to prepare a page of bar codes identifying the possible destinations. The user would simply scan the destination after scanning the file folder. Unless a comment needs to be added, the file movement would be complete and the next file folder can be scanned. The client will be responsible for purchasing the reader/scanner(s) and bar code fonts. | 49    | 11,500        |
| 3            | The system must allow for batch printing of documents, including envelopes and labels. This is an option that is being produced for MITAT and will only need to be adjusted slightly to meet MCAC needs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 50    | 4,000         |
| <b>Total</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |       | <b>15,500</b> |

## **Article 1 – Statement of Work (SOW)**

### **1.000 Project Identification**

This is a revision to the Statement of Work agreed between the State of Michigan and the Contractor, per Contract Change Notice No. 1, executed September 16, 2011. The terms of this Statement of Work replace those of Change Notice No. 1.

Costs identified in the Appendix C – Cost Table are in addition to costs identified in Contract Change Notice No. 1.

### **1.100 Scope of Work and Deliverables**

#### **1.101 IN SCOPE**

This project consists of the following scope:

- Project Management
- Verification of Business Requirements
- Design of modifications to the COTS and interfaces
- Development of modifications to the COTS and interfaces
- Testing of the modified COTS and interfaces in a test environment
- Implementation to production of the modified COTS
  - o Load system into production
  - o Configuration
  - o Interfaces to other systems
  - o Verification of the system in production
    - Including backup
    - Including business recovery
- Training
- Knowledge Transfer and Transition
- Documentation
- Hardware, software and communications
- Reserve bank of hours for future enhancements driven by users or legislation
- Ability to build data about prior events
  - o For example, the federal reporting year is July 1 through June 30. If the system does not go live on July 1, then any records for that “federal reporting year” can be created. This would enable the system to produce, for example, annual reports.
  - o For example, if the State so chooses, data from prior federal reporting years could also be created. The current federal reporting process began in July 2009, so this build could go back to that date and forward for each year.
- 

A more detailed description of the software, services (work) and deliverables sought for this project is provided in Article 1, Section 1.104, Work and Deliverables (and its associated attachments and appendices).

#### **1.102 OUT OF SCOPE**

This project does not include:

- The State of Michigan will not consider any proposal that includes the custom development of a new system.
- The SOM will also not consider any proposal for management consulting or re-engineering of the processes for the purpose of adapting the SOM processes to better fit a proposed system. The SOM is seeking an existing system that will match its existing processes or can be configured to match its existing processes.
- The vendor will not be responsible for any installation of software or hardware within the State of Michigan environment.
- This project will not include data conversion or migration. However, as noted earlier (in scope section above) we may build data to reflect activity prior to go live of this solution to enable full “federal reporting year” data to reside in a single database.
- The project will not include a mechanism to access legacy data.

- This project will not include detailed requirements definition. Said effort was already undertaken as reflected in the content of Appendix A, B and C.

Of course, any item herein could be brought back into scope through the change management process but for purposes of this bid should not be included.

## **1.104 WORK AND DELIVERABLE**

### **I. Services and Deliverables To Be Provided -**

The Contractor will provide the staff and tools to provide the deliverables and services to implement a modified COTS solution including configuration, customization and interfaces with other systems.

These deliverables are not all inclusive. Contractors may propose other deliverables.

In developing your response to all sections within 1.104 (1), (A) through (N), inclusive, the Contractor will document how they will handle the activities listed below. The Contractor will also clearly identify expectations by role of both State personnel and Contractor personnel.

### **A. Initiation and Planning**

- The Contractor will perform Initiation and Planning activities including but not limited to the following:
  1. Conduct of a project kick-off/orientation meeting
  2. Creation of the Project Plan including its associated sub-plans
  3. Creation of a detailed Work Breakdown Structure (WBS) and Project Schedule (with dependencies, resource assignments and using MS Project or other pre-approved alternative)
    - a. Tasks should have no more than two week duration.
      - i. Deliverables and summary tasks, of course, take what they take to complete
      - ii. Tasks should minimize assigning multiple resources to a task to avoid confusion how much time a resource has to complete their assigned work.
    - b. A Milestone will clearly identify "go live" date
    - c. A Milestone will clearly identify the completion date of hardware installed and ready to support testing on a similar/same system as will be used in production
  4. Inclusion in the schedule including
    - a. Dates when deliverables are submitted to State for review and
    - b. Dates when deliverable approval is expected
  5. See sections 1.300 and 1.400 for additional details.

#### **Deliverables**

- Project Plan (and its associated sub-plans, each in its own document)
  - o Change Management Plan
  - o Communications Plan
  - o Quality Plan
  - o Procurement Plan
  - o Resource Plan
  - o Risk Management Plan
  - o Security Assessment and Plan
  - o Initial Test Plan
  - o Initial Implementation Plan
- Work Breakdown Structure
  - o Project Schedule

#### **Acceptance Criteria**

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

### **B. Business Requirements**

- The Contractor will perform Requirements activities including but not limited to the following:
  1. Verification, not identification, of requirements (found in Appendix A and B).
  2. Verification of use cases and associated work flows. These were provided with the original request for bid from the SOM.
    - a. MDE-MDCS Use Cases V3.0 Final.Doc
    - b. MDE-MDCS Due Process To Be v3.0 Final.pdf
    - c. MDE-MDCS State Complaints To Be v3.0 Final.pdf

- d. MDE-MDCS Mediation To Be v3.0 Final.pdf
- 3. Verification of the aforementioned documents should occur in a relatively short elapsed period (we believe no more than 4 weeks) unless Contractor can justify the additional time (and associated impact to schedule and cost).
- 4. Update, as/if required, Requirements Specification, Requirements Traceability Matrix, Business Workflows and Use Cases.
  - a. Should the documents not be modified, that is, no changes are required, then the Contractor would submit a document stating their acceptance from previous efforts "as is"
  - b. If the documents are modified even with clarifications, the Contractor will resubmit to MDE and MDTMB approval.
    - i. If possible, to facilitate review, the Contractor will clearly identify changes from the initial version.
  - c. If modifications are made that are considered additional work, any impact to schedule or cost must also be documented and submitted for approval through the change management process.
    - i. No further work (design, etc) on these proposed changes may occur until written approval is received.
    - ii. However, the Contractor may proceed with work (design, etc) for requirements accepted "as is."
    - iii. And the Contractor may proceed with work (design, etc) for "clarifications that did not adjust scope" and ergo have no schedule or cost impact once the modified documents are approved.

#### **Deliverable(s)**

- Updated Documentation, as required or "As Is" Acceptance
  - Updated Requirements Specification
  - Updated Requirements Traceability Matrix
  - Updated Business Work Flow document
  - Updated Use Cases

#### **Acceptance Criteria**

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

#### **C. Hardware**

The Contractor will perform Hardware activities including but not limited to the following:

1. Identification of all hardware to support an effective operation of modified COTS solution and includes:
  - a. LAN hardware
  - b. Server(s) – such as application, web, database, reporting, web services
  - c. Printer(s)
  - d. Peripheral(s)
  - e. Storage hardware
  - f. Etc.

• Since MDSC is going to share the instance with SOAHR then there would be no need for additional software or hardware as they would be running on existing SOAHR hardware.

#### **Deliverable(s)**

Updates to any list(s) provided in the response to this document before commencement of the Application Development phase

#### **Acceptance Criteria**

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

#### **D. Software**

The Contractor will perform Software activities including but not limited to the following:

1. The Contractor will provide Commercial-Off-the-Shelf (COTS) products that can be configured and customized to meet the requirements contained in Appendices A and B.
2. Identification of all software components of the baseline COTS solution
  - a. List of modules in recommended solution. This list must be fully consistent with the list of modules included in the Cost Proposal.
3. Verification that the COTS solutions will use Windows standards for common functions including, but not limited to, navigation, printing, etc.

4. Identification of the infrastructure requirements for the software proposed. For example, the database, and operating systems (including versions) required for maximum effectiveness of the software.
5. Description of the proposed architecture, technology standards, and programming environment.
6. Identification of abilities (or limitations) as to reporting capability including HTML, Excel, Text, PDF, etc.
7. Identification of any/all ancillary software required to support the operational use of COTS. All software/tools must be current version or still supported by the Vendor.
8. Indicate if there are any differences in the software list if we (a) share the instance of the solution with SOAHR or (b) have a unique instance of the solution

#### **Deliverable(s)**

Updates to any list(s) provided in the response to this document before commencement of the Application Development phase

#### **Acceptance Criteria**

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

### **E. Application Design**

The Contractor will perform Application Design activities including but not limited to the following:

1. The Contractor will provide from the existing COTS solution
  - a. List and layout of existing screens/pages
  - b. List and layout of existing reports
2. The Contractor approach to creation of a technical design document and approval of the following:
  - a. Modification or creation of modules to handle requirements
  - b. Mock up of new or modified screens/pages
  - c. Mock up of new or modified reports
3. The Contractor approach to providing interfaces (as identified below) on a real time basis
4. The Contractor updating the Requirements Traceability Document (RTM). The RTM provides evidence that all requirements from the Requirements Phase – 1.104 (1) (B) – are included. This will cover the completion of the column marked "Design Specifications", where the Contractor is expected to provide a reference to the approved Design document(s). The Design document will not be considered complete until the updated version of the Requirements Traceability Matrix is approved.

The Contractor must provide appropriate system interfaces/integration to the following applications:

- Name of Application: EEM (Educational Entity Master)
  - Definition: The EEM is the State of Michigan's database of school directory information for public and registered non-public educational entities. It is the single source repository for all official identification numbers and contact information for the educational systems in Michigan. It is the foundation for linking all CEPI data applications and Michigan Department of Education data collections. These data collections rely on the status (open-active, closed) and the coding for each of several entity types denoted in the EEM. The data maintained in the EEM are used for mandated data submissions to the state and federal government and are critical to fulfilling the requirements of the Elementary and Secondary Education Act (ESEA) and Michigan's school accreditation
  - Application Owner: Center for Educational Performance and Information (CEPI), State of Michigan  
URL: [www.michigan.gov/eem](http://www.michigan.gov/eem)
  - Source: The source data is in Microsoft SQL Server 2008. The EEM contains approximately 7300 entities with approximately 80 data characteristics. Entities are uniquely identified by an Entity ID. Each entity has an entity type and one to many relationships with other entity types.
  - Data systems required to consume source EEM data have the following options:
    1. Web Services
      - a. EEM.SystemInterface.EntitySearch.asmx is the webservice for the external systems to access the EEM Entity types, Relationships, Entity Searches, and Entity Characteristics.
        - i. A profile token is required to access
        - ii. Multiple searches are available; or custom search can be created
        - iii. Results are returned as an XML string
        - iv. EEM uses SOAP as transmission protocol.
    2. Access to SQL views of the EEM database tables
      - a. For systems not hosted at the State of Michigan, this requires approval for a Virtual Private Network (VPN) connection.
    3. Database extracts upon request
    4. Downloadable Data sets
      - a. Excel format.

- b. Data Set URL: <https://cepi.state.mi.us/eem/PublicDatasets.aspx>
  - 5. Search Functions: Quick, Detailed, Historical, and Geographical.
    - a. All search Results can be exported to Excel, PDF, XML, and CSV formats.
    - b. Entity Search values can be filtered by characteristics and exported into XML format
  - 6. Reports
    - a. Reports are available in PDF, HTML, or Excel
      - i. Not all reports are available in Excel
- Requirement: The new SES system must have a provision to import entity data.
- Sizing: Approximately 900 entities are utilized from the EEM.
- Name of application: Michigan Education Information System (MEIS)
- Definition: MEIS is a authentication system for internet applications for the Michigan Department of Education (MDE) and the Center for Educational Performance and Information (CEPI). The main objective of the MEIS authentication system is to identify the person as a credible account holder. MEIS does not provide authorization; that authority is granted in each individual application, as each application has unique criteria for the authorized roles in the system.
- Application Owner: Center for Education Performance and Information (CEPI), State of Michigan
- URL: [www.michigan.gov/meispublic](http://www.michigan.gov/meispublic)
- The proposed application must interface with MEIS and use the credentials from the MEIS authentication object to grant the appropriate access.

The Contractor requirements for the specific data elements and characteristics will be dependent based on the proposed solution

#### **Deliverable(s)**

List and layouts of existing reports and screens/pages

Updated technical design document including modules, pages and reports modified or created

Updated Data Dictionary

Updated Requirements Traceability Matrix

#### **Acceptance Criteria**

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

### **F. Application Development**

The Contractor will perform Application Development activities including but not limited to the following:

1. Development of additions or modifications to the COTS solution
2. Indicate if there are any differences in the development approach if we (a) share the instance of the solution with SOAHR or (b) have a unique instance of the solution
3. Creation of all interfaces to pull data in a "once a day, after hour batch process"
4. Update of the Requirements Traceability Document (RTM). This provides evidence that all requirements are accounted for in the development. This will cover the completion of the column marked "Program Module." The development effort will not be considered complete until the updated version of the Requirements Traceability Matrix is approved

#### **Deliverable(s)**

- Modified COTS software including interfaces
- Updated, as required, documentation of modules/pages and reports
- Updated, as required, Data Dictionary
- Updated Requirements Traceability Document

#### **Acceptance Criteria**

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

### **G. Testing**

The Contractor will describe in their response their handling of Testing including but not limited to the following:

1. Creation of the Test Plan and schedule.
2. Creation of test cases that verify the functionality but also the capacity/performance to handle the expected load including peak demand.

3. Conduct of a “testing kick-off meeting” with appropriate SOM (MDE and DTMB) staff in order to orient SOM staff on the test methodology and schedule.
4. Creation of a test environment separate from production and training.
  - a. Includes a complete data set to support the various test types.
  - b. Test data will be “real data” (whenever possible), some of which is of a sensitive nature and therefore accessible under the same authorization rules as exists in production.
  - c. Verification that the separate test environment is ready prior to the SOM Subject Matter Experts beginning their User Acceptance Testing. Ready includes:
    - i. System loaded and “ready and able” to be used
    - ii. User testers have access and able to access the system
      1. Authentication and authorization will be in place to ensure protection of data
    - iii. Reloading system to test including UAT after defects corrected
    - iv. Reloading test data as requested
5. Provision of a tool to log and report defects from all the various tests including UAT. Said tool will be easily accessible to the State to post defects, review activity and run reports.
6. Execution of testing:
  - a. Unit Tests
  - b. Integration Test
    - i. This involves validating that all of the functions works in unison as the modules are developed.
  - c. Functional Test
    - i. This occurs in conjunction with integration testing.
    - ii. This ensures that the new system is handling data correctly, receiving inputs from users and files, performing data error checks and input validation, passing data between modules correctly, storing and retrieving data correctly, printing reports, and presenting the proper error messages to the user.
  - d. Performance and Stress Test
    - i. This occurs after integration and functional testing is complete and involves testing application procedures and functions with the increasing data and user load to ensure that the response time is within contract and user standards.
    - ii. Performance testing involves the responsiveness of the system, in an environment equivalent to production.
      1. Production like environment at the SOM is provided in the QA environment
      2. The State will provide Vantage. The MDTMB will execute this test.
    - iii. Stress testing involves measuring how the application will perform, in an environment equivalent to production, in response to increasing demand by simulating the following: (1) increasing the number of users, (2) increasing the complexity of the tasks which the users are performing, and (3) increasing the number of tasks the users perform. The final load test needs to demonstrate the ability to handle expected peak demand.
      1. Production like environment at the SOM is provided in the QA environment
      2. Will utilize Visual Studio 2010.
    - iv. Performance and Stress Test results will be documented no less than weekly and any concerns identified with corresponding recommendations to correct or improve.
    - v. The Contractor shall perform this test prior to submitting code to the SOM for the User Acceptance Test.
  - e. System Test
    - i. This involves validating that all of the functions work in unison.
    - ii. Stress testing involves measuring how the application will perform, in an environment equivalent to production
      1. Production like environment at the SOM is provided in the QA environment
    - iii. The Contractor shall perform this test prior to submitting code to the SOM for the User Acceptance Test.
  - f. All errors from the testing (listed above), unless specifically agreed to in writing by the DTMB Project Manager, will be corrected before the system is turned over to the State for User Acceptance Testing.
    - i. Errors are not considered as closed until verified at the same level of testing as occurred. Therefore, for example, an error during performance test must be verified in performance test as corrected prior to closure.
    - ii. Should a defect prevent continuation of testing by more than 1 business day, the State is not held responsible for schedule and associated costs of the delay
7. During system test, performance test, stress test and UAT, the Contractor will monitor, track/report and if necessary identify issues to address:
  - a. System performance

- b. Computer resource usage
- 8. Though the State will perform User Acceptance Testing, the Contractor will provide business and technical personnel to monitor progress, investigate and answer questions that may arise and assist users in documentation of defects during User Acceptance Testing
  - a. All errors, unless specifically agreed to in writing by the DTMB Project Manager, will be corrected by the Contractor before completion of User Acceptance Testing
    - i. Should a defect prevent continuation of testing by more than 1 business day, the State is not held responsible for schedule and associated costs of the delay
- 9. Creation of a test results report which records the test events, the dates of the events, the test results and the analysis of the results (defects and resolution).
- 10. Update of the Requirements Traceability Document (RTM). This provides evidence that all requirements are accounted for in the testing to validate they perform as expected. This will cover the completion of the column marked "Test Case", where the Contractor is expected to provide a reference to approved Test Cases. The Test Case document(s) will not be considered complete until the updated version of the Requirements Traceability Matrix is approved.
- 11. Indicate if there are any differences in the testing approach if we (a) share the instance of the solution with SOAHR or (b) have a unique instance of the solution
  - a. This includes handling of a unique testing environment
  - b. This includes handling of performance and load/stress testing

**Deliverable(s) for Testing:**

- Updated Test Plan
- Test Cases/Scripts
- Implementation of defect tracking tool
- Completion of tests as defined above
- Correction of defects (unless so excluded in writing by DTMB Project Manager)
- Test Result Report (after completion Performance/Stress Test, System Test and UAT)
- Creation of Test Environment including data
- Test Environment Verification
- Updated Requirement Traceability Matrix

**H. Implementation**

- The Contractor will perform Implementation activities including but not limited to the following:
- 1. Implementation of a test system, training system, QA system and production system for the State-hosted system
  - a. Verification the system, at each level, is ready to be used
- 2. A warranty period of 90 days. The system is not considered under "maintenance and support" until passage of the predefined time and closure of issues as identified by users or through Contractor conducted monitoring of the system
  - a. Direct troubleshooting, as/if necessary, to define root cause of problems, recommend solutions and secure correction
  - b. Provide weekly report on system performance including identification of problems/concerns as well as recommendations to address said issues
- 3. The Contractor will:
  - a. Update the Implementation Plan
  - b. Create of an installation guide
  - c. Create of a checklist of installation activities (that can be used repeatedly as/if required)
  - d. Provide support to DTMB in regards to all product related installations.
  - e. Validate that the system is installed and ready for use
    - Will validate the installation guide and checklist and modify as/if required
  - f. Monitor system performance
    - Usage
    - Identification of spikes
    - Identification of long running processes
    - Resolve issues as defined through users or monitoring of system performance
- 4. Indicate if there are any differences in the implementation if we (a) share the instance of the solution with SOAHR or (b) have a unique instance of the solution. After all, it is possible the solution will be installed at SOAHR prior to our installation for MDSC.

**Deliverable(s) for Implementation:**

- Updated Implementation Plan
- Installation Guide including Checklist

- Implemented system
- Management Reports including
  - o Weekly Performance Log through the warranty support period
- Completion of the warranty period
- Resolution of issues during the warranty period from users and through monitoring of system performance

### Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

### I. Training

- The Contractor will perform Training activities including but not limited to the following:
  1. This set of activities results providing the knowledge for users are able to perform their intended responsibilities with MDSC.
  2. Training also provides knowledge so any support functions performed by DTMB (as define to include, but not limited to, Sections J and K below) can perform their responsibilities.
  3. The Training Plan should be completed and approved no later than the start of the construction effort and training sessions must completed before MDSC goes into production.
  4. Training material must be in a state supported tool that permits modification (such as Word, Power Point, etc).
    - a. An initial session will “test” the effectiveness of the material through user feedback and
    - b. The training material will be adjusted as necessary
    - c. Training material (including anything on-line) can’t illustrate real data. Names, identification numbers, etc. must reflect fictitious information to protect confidentiality of individuals.
  5. Training will occur in a training system, separate from production and separate from testing.
  6. Training will include:
    - a. For MDSC staff
      - i. Preferably class training
        1. An individual (as listed below) may perform more than one role or same role across one or all approach.

| Role                                                                                                                                                            | Candidates            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| State Complaints: <ul style="list-style-type: none"> <li>• Coordinator</li> <li>• Supervisor</li> <li>• Secretary</li> <li>• Case Manager</li> </ul>            | 1<br>1<br>3<br>5      |
| Due Process: <ul style="list-style-type: none"> <li>• Coordinator</li> <li>• Supervisor</li> <li>• Secretary</li> <li>• ALJ</li> <li>• Case Managers</li> </ul> | 1<br>1<br>3<br>5<br>5 |
| Mediation <ul style="list-style-type: none"> <li>• Coordinator (MSEMP/MDE)</li> <li>• Director/Supervisor</li> <li>• Case Managers</li> </ul>                   | 2<br>2<br>5           |
| Administrators                                                                                                                                                  | 4                     |

- b. For Field Personnel
  - i. Preferably train the trainer for the two audiences listed below.

| Role                                  | Candidates |
|---------------------------------------|------------|
| • Mediation Intake Specialist (25-30) | 2          |
| • Mediators (varies)                  | 2          |

- c. For DTMB personnel
  - i. The Contractor will provide knowledge to permit DTMB to support all activities listed below in Section K (Operations Services) and L (Maintenance and Support)
  - ii. It is anticipated no more than 5 individuals will be recipients of said training and they are located in the Lansing area

- iii. If Section 1.104 (I) (M) is determined to be unnecessary since all transition occurs prior to implementation, then the Contractor will provide a Transfer Evaluation Report to identify any challenges and provide recommended actions to address no later than 30 days prior to implementation to maximize the ability/readiness of SOM staff to take primary operational control at implementation.
      - 1. Progress against said report will be reported weekly.
- 7. Additional “indirect” training support for users will be provided through on-line help.
  - a. On line training will exist for the MDSC staff
  - b. On line training will be available and useable during User Acceptance Test
    - i. The Contractor will secure written feedback during UAT and modify as required
  - c. Include “how to do...” for normal workflow of each role
  - d. Include ability to reflect common questions and answers (and again organized by role)
    - i. Said “Q&A” should exist in a format that MDE staff can add, change or delete content as old problems go away or new problems are identified.
      - 1. Features hardest to understand
      - 2. Features generating the most calls
  - e. The on-line material will be printable.
- 8. Indicate if there are any differences in the handling of training if we (a) share the instance of the solution with SOAHR or (b) have a unique instance of the solution. For example, if same DTMB staff supports both, then certain background/basics of the solution would not need to be repeated.

### **Deliverable(s)**

Training Plan

Training System (an environment separate from production and testing)

Training Materials suitable for each audience/role and per the Training Plan

- o This includes teacher and recipient materials (slides, handouts, exercises, etc)
- o This includes on-line how to and Q&A facilities

Execution of training so users able to perform their job responsibilities

- o Initial training prior to implementation

### **Acceptance Criteria**

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

## **J. Documentation**

- The Contractor will perform Documentation activities including but not limited to the following:
  - 1. All documentation, training manuals, and training plans provided as deliverables become the property of the SOM
  - 2. The documentation of components, features, and use of the hardware/software shall be detailed such that resolution of most problems can be determined from the documentation, and most questions can be answered.
  - 3. All system, operational, user, training, change, and issue documentation must be available in electronic and hard copy format, published to an intranet website, accessible to State users, updated regularly, with unique numerical identifiers for each section and be consistent with the most current version of the application(s) and three (3) previous versions.
    - a. Contractor will provide 2 CD copies and 1 hard copy of any updated document.
  - 4. All material must be in a state supported tool (such as Word, PowerPoint, etc.) that permits modification as/if required and creation of unlimited copies.
  - 5. Documentation can't illustrate real data. Names, identification numbers, etc. must reflect fictitious information to protect confidentiality of individuals.
  - 6. An outline or table of contents should be approved before development or modification of the documents.
  - 7. The Contractor must notify the State of any discrepancies or errors outlined in the system, operations, and user documentation.
  - 8. Final but not yet approved versions of all material must exist before commencement of System Test and Training, unless specified as needed earlier in the project.
  - 9. Final, approved version of all material must exist before commencement of Implementation, unless specified as needed earlier in the project.
  - 10. At a minimum, documentation includes the following items not described elsewhere:
    - a. Procedure Manual will define policies and practices in regards to the COTS
    - b. User Manual will define “how to” use the system functions
    - c. The Delivery Reference Manual will, among other things, provide details of the system build and the source code. The document will include the description of all modules within the application, source code listing, versioning standards used, libraries/directories, database objects, and code

dependencies. This document is intended to help the technical staff that will, upon completion of this project, provide ongoing maintenance, support and enhancement.

- d. Data Model will present the data structure
  - e. Data Dictionary will, at a minimum, define for each element its meaning, relationship to other data, origin, use and format.
  - f. System Administrator Manual describes, among other things, how to handle security (authorization), job scheduling, system monitoring, archiving (e.g. backup and recover), etc.
  - g. DBA Manual describe how to install, create and maintain the database
  - h. Operations Manual describe how to perform IT support actions required on a daily or predefined regular basis, operations done only as needed (e.g. upgrades or to expand size due to increase usage), special operations (e.g. shut-down, recovery, etc) and troubleshooting
11. Indicate if there are any differences in the preparation or maintenance of documentation if we (a) share the instance of the solution with SOAHR or (b) have a unique instance of the solution

#### **Deliverable(s)**

On Line Help Screens, both “how to” and common “Q&A”

Procedures Manual

User Manual

Developers Reference Manual

Logical and Physical Data Model

Data (Element) Dictionary

System Administration Manual

Database Administration Manual

Operations Manual

Installation Guide

Test cases/scripts

#### **Acceptance Criteria**

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

### **K. Operation Services**

- The Contractor will perform Operations Services activities including but not limited to the following:
  1. Systems Management
  2. Security Administration Services
  3. Comprehensive list of hardware and software required to install, operate and support said application
  4. Process to provide software to the State and support provided to assist in installation in the various (QA, Production, Test, Training) environments
  5. Indicate if there are any differences in the handling of operation services if we (a) share the instance of the solution with SOAHR or (b) have a unique instance of the solution

#### **Deliverable(s)**

- List of all hardware required
  - o Includes any ancillary software required based on hosting solution
- List of software components
  - o Includes any ancillary software required based on hosting solution
- Delivery of all software to SOM Office Automation (OA) Team
- Support to OA in the installation
  - o Training including documentation on installation and support (as defined above in Section 1.104(1) (I)
  - o Modification, as/if necessary to installation guide/checklist based upon the lessons learned from the actual installation

#### **Acceptance Criteria**

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

### **L. Maintenance and Support**

The maintenance period will commence upon completion of the warranty period. Maintenance and support does not include enhancements (that are covered below in Section 1.104 (I) (N)).

The Contractor will perform Software Maintenance and Support activities to MDSC (the modified COTS solution) that will include but are not limited to:

1. Performance maintenance
  - a. Performance maintenance includes the following services:
    - i. Improve the performance, maintainability, or other attributes of an application system.
    - ii. Data table restructuring.
    - iii. Data purges and or archiving to reduce/improve data storage.
    - iv. Run time improvements.
    - v. Replace utilities to reduce run time.
    - vi. Potential problem correction.
    - vii. Data set expansions to avoid space problems.
  - b. Performance maintenance changes will be performed in a monthly patch release or, for major changes requiring significantly more time to develop, test, and implement, the changes should be completed as part of a development release or quarterly release.
    - i. Said activity needs to be scheduled to minimize impact to users recognizing they have access 7x24.
    - ii. Said activity must be communicated (broadcast message or other acceptable alternative) so users are aware prior to the outage
  - c. Activities that typically can be completed independent of a production release (e.g., data set expansions, data purges) may be completed on a more frequent basis (e.g., daily or weekly).
2. System Maintenance
  - a. Refers to regular and routine work performed by the Contractor on the MDSC and any ancillary systems or interfaces run by the Contractor under this contract.
  - b. Includes any work required to correct defects in the system operation as required to meet requirements. This includes:
    - i. Any routine file maintenance to update any information required for operation of the system such as data changes, constructing new edits, investigating batch job failures, investigating and correcting application defaults, repairing jobs run incorrectly, repairing problems due to system software failures, repairing problems due to operator or schedule error, rectifying problems due to web page, program, object, class, scripts, control language, or database errors, repairing security problems, repairing and restoring corrupted files, table structures, and databases, rectifying incorrect documentation, and repairing problems due to jobs run with incorrect data.
3. Adaptive and Preventive Maintenance
  - a. Adaptive and preventive maintenance addresses upgrades to the system due to technical changes to system components to keep the system maintainable, including the following services:
    - i. Upgrades or patches of the application server, Windows components, java virtual machine, operating system, RDMBS, or other system and application software.
    - ii. Software modifications and upgrades necessary because of expiring vendor support.
    - iii. Hardware, database, or application conversions that do not modify user functionality
    - iv. One-time loads or reformats of user data
    - v. Report distribution changes.
    - vi. Disaster recovery plan activities.
  - b. The changes should be transparent to the user.
  - c. Adaptive release changes will be performed in a monthly patch release.
  - d. For major upgrades requiring a more significant amount of time to develop, test, and implement, the changes should be completed as part of a development release or a quarterly release.
4. Updated Documentation
5. Management Reporting
6. A process for escalation to ensure timely resolution of critical problems
7. A single point of contact (SPOC) to receive notification of problem.
8. Provision of annual renewable contract
9. Support to a State Hosted Solution
  - a. Provide support to troubleshoot problems if so requested by the State technical resources within 30 minutes of request between the hours of 8 a.m. to 5 p.m. Eastern Time during normal business days or if after hours, within 30 minutes of start of the next business day
  - b. Provide system enhancements/upgrades via remote access during non-business hours to avoid disruption of users unless an exemption is granted, in writing, by the State
  - c. Provide adaptive and preventative maintenance via remote access during non-business hours to avoid disruption of users unless an exemption is granted, in writing, by the State
  - d. Provide updated documentation per Section 1.104 (1) (J) prior to changes being pushed to production
10. Indicate if there are any differences in the handling of maintenance and support if we (a) share the instance of the solution with SOAHR or (b) have a unique instance of the solution

**Deliverable(s)**

- Management Reports
  - o Include uptime and explanation of any interruptions
  - o Include performance against SLA (see Appendix C)
  - o Listing of items completed during the reporting period
  - o Listing of items planned during the upcoming reporting period
- Defect tracking tool
  - o With State access to see activity and perform, as desired, reporting
- Updates (including replacements) to hardware, as/if required
- Updates to software, as/if required
- Updates to documentation, including training material, as/if required

**Acceptance Criteria**

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

**M. Knowledge Transfer/Transition**

- Since this is a state hosted solution, the State believes that all transition to the DTMB for Operations Service (Section K, above) would occur before the application is implemented. However, if the Contractor believes otherwise, they will complete the section below.
- The Contractor will perform Knowledge Transfer/Transition activities including but not limited to the following:
  1. Knowledge transfer deals with State personnel securing knowledge about the system
    - a. Operational knowledge (including administration and security)
    - b. Maintenance/support knowledge
  2. The Knowledge Transfer Plan will include, but is not limited to:
    - a. The Knowledge Transfer Plan must be completed including approval at least 90 days prior to the scheduled implementation/go live date of the MDSC application
    - b. The Knowledge Transfer Plan will describe the approach, tasks/steps, staffing levels, and roles and responsibilities of the State and Contractor to ensure State resources secure sufficient knowledge to serve as primary support for operations from the go live date
    - c. The Plan will also include a checklist of items to transfer to ensure each item is tracked to completion.
    - d. The Plan will also include a detailed project schedule developed and tracked throughout this activity
    - e. Provide additional support during the warranty period to ensure continuity of operations without interruptions and enhance knowledge of the State personnel
  3. No later than 20 business days prior to completion of the Knowledge Transfer, the Contractor will issue a Transfer Evaluation Report defining any concerns or deficiencies during this Knowledge Transfer with recommendations to resolve the problems.
    - a. The Contractor will provide updates during subsequent status reports and status meetings.
  4. No later than 20 business days before completion of the warranty period, the Contractor will issue a Transfer Evaluation Report defining any concerns or deficiencies during this Knowledge Transfer with recommendations to resolve the problems.
  5. Transfer Evaluation Report will include:
    - a. Task level schedule status
    - b. Training provided by each recipient
    - c. Training remaining by each recipient
    - d. Risks and Issues with actions, owners and target dates
  6. Transition will include providing updated documentation as defined in 1.104 (I) (J) as well as training material as defined in 1.104 (1) (I) to reflect the current, "as is" system and support procedures.
    - a. The Knowledge Transfer Plan and its associated project schedule will provide time for review by SOM personnel and Contractor written response to questions that may arise from said review.
  7. This section does not mention update of software and update of documentation because said activities occur as/when they change and no extra effort should be required to prepare these documents.
  8. Indicate if there are any differences in the knowledge transfer approach if we (a) share the instance of the solution with SOAHR or (b) have a unique instance of the solution

**Deliverable(s)**

- (Baseline) Knowledge Transfer Plan including Project Schedule
- Updated Knowledge Transfer Plan including Project Schedule (if brought in house)
- Execution off the Knowledge Transfer Plan

- Transfer Evaluation Report
- Final Transfer Evaluation Report

#### **Acceptance Criteria**

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

#### **N. Other Services (Agency to add any additional services to be required)**

The Contractor will perform Reserve Bank activities for future enhancements including but not limited to the following:

The State intends to establish funding for up to **2,000 hours** over the initial term of the contract for related development; that is, additional modifications to the MDSC application as implemented at the State. Actual funding for enhancements will occur on a yearly basis, and there is no guarantee as to the level of funding, if any, available to the project. They State may request additional hours if the option years are exercised.

The State will submit a Statement of Work (SOW) to the Contractor for the additional training and enhancements requested and the Contractor will provide a written price proposal. Upon review and approval by the DTMB Project Manager, a Purchase Order release will be issued to the Contractor for the project to begin.

Said activities if/when applied will leverage the rate table provided in Table E-6.

#### **Deliverable(s)**

- Pricing Proposal and Project Schedule
- Updated system to reflect changes pursuant to the Statement of Work
- Updated documentation as defined in Section 1.401(J)
- Updated training material as defined in Section 1.401(I)
- Training, as if required in the SOW
- Implementation of the revised system

#### **Acceptance Criteria**

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

## **II. Requirements**

•

### **A. General and Technical System Requirements**

The General and Technical System Requirements will identify what the solution or product must run on or integrate with, including any standards that must be met, security requirements, service levels and interfaces. The General and Technical System Requirements will also identify the general framework in which the system or product must work, such as: capacity requirements (number of users, concurrent users, number of transactions to be handled, peak usage), documentation, audit and backup and recovery.

### **B. Functional Requirements**

The Functional Requirements identify what the product or system must do to enable performance of work tasks and any applicable service levels.

## **1.301 PROJECT PLAN MANAGEMENT**

### **Preliminary Project Plan**

The Contractor will provide a Preliminary Project Plan with the proposal for evaluation purposes. The preliminary plan, included in the Contractor's response will not be a sample from another engagement but a "first pass" of the plans that would be recommended for use on this effort. This includes but is not limited to:

1. The Preliminary Project Plan will include:
  - a. Statement of project objectives
  - b. Statement of project approach, that is, how the contractor will apply their understanding and their experience while following the components in Section 1.104 and complying with SUITE to providing a modified COTS solution
  - c. Roles and responsibility matrix for both Contractor and State personnel
  - d. Organization chart
2. The Preliminary Project Plan will include a MS Project Schedule that includes:
  - a. All tasks as defined in Section 1.104

- b. All deliverables as defined in Section 1.104
    - i. Target start and end dates for the deliverables.
  - c. Dependencies that illustrate the relationship of various tasks and deliverables
  - d. Identification of roles likely to participate in the tasks and deliverables
  - e. Internal milestones including, for example:
    - i. When hardware must be available
    - ii. When various environments must be ready
    - iii. When we go live
  - f. Preliminary task durations (based upon their reading of this document and their own experience in performing similar efforts).
3. The Preliminary Project Plan shall include the following deliverable/milestones for which payment shall be made.
  - a. Payment to the Contractor will be made upon the completion and acceptance of the deliverable or milestone, not to exceed contractual costs of the phase. A milestone is defined as complete when all of the deliverables within the milestone have been completed.
    - i. Failure to provide deliverable/milestone by the identified date may be subject to liquidated damages as identified in Article 2.
4. The Project Plan, both preliminary and final, shall include, as defined in SUITE, the following sections:
  - a. Communications Plan
  - b. Quality Management Plan
  - c. Change Management Plan
  - d. Risk Management Plan
  - e. Resource/Staffing Plan
  - f. Procurement Plan
  - g. Security Assessment and Plan
  - h. Initial Test Plan
  - i. Initial Implementation Plan

### **Orientation Meeting**

Upon 15 calendar days from execution of the Contract, the Contractor will be required to attend an orientation meeting to discuss the content and procedures of the Contract. The meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

### **Performance Review Meetings**

The State will require the Contractor to attend, at a minimum, biweekly meetings to review the Contractor's performance under the Contract. The meetings will leverage the Project Status Report (defined below) and will be held in Lansing, Michigan, or by teleconference, as mutually agreed by the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

### **Project Control**

1. The Contractor will carry out this project under the direction and control of MDTMB, in compliance with SUITE, and the Michigan Department of Education (MDE).
2. Within 20 business days of the execution of the Contract, the Contractor will submit to the State project manager(s) for final approval of the project plan. This project plan must be in agreement with Article 1, Section 1.104 Work and Deliverables, and must include the following:
 

The Contractor's project organizational structure.

The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal.

  - Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
  - Any positions to be allocated to a subcontractor or individuals identified that are not employees of the contractor must be so identified including the name of their firm.

The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each.

The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the WBS.
3. The Contractor will manage the project in accordance with the State Unified Information Technology Environment (SUITE) methodology, which includes standards for project management, systems engineering, and associated forms and templates which is available at <http://www.michigan.gov/suite>

- a. Contractor will use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract. The tool shall have the capability to produce:
  - Staffing tables with names of personnel assigned to Contract tasks.
  - Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each.
    - Detailed plans for active phases but no less than next 90 calendar days (For example, if the design phase is "active" the detail plan is required for that entire phase. However, if this phase completes in less than 90 days, other phases that should become active within this window would also be included so at least 90 days of detailed activity is shown)
    - Said plan is updated no less than biweekly
  - Updates must include actual time spent on each task and any revision of the estimate to complete.
  - Graphs showing critical events, dependencies and decision points during the course of the Contract.
- b. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards.

### 1.302 REPORTS

A Weekly Project Status Report will be required from the Contractor from the start of the project until the completion of the project or mutually agreed by the MDTMB project manager and the Contractor.

Reporting formats must be submitted to the State's Project Manager for approval within **(10)** business days after the execution of the contract. The Contractor shall use as its base the Project Status Report SUITE template. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract. Report components will include:

Executive Summary of activity during the report period

Accomplishments during the reporting period

- Accomplishments indicate specific work started or completed and not work in process

Deliverable status

Schedule status

Change Control

Maintenance Activity (if any)

Planned accomplishments during the coming report period

- Planned Accomplishments indicate specific work started or completed and not work in process

Action Item status

Issues

- The Log may be attached rather than material copied into the actual PSR
- Detail on the Issue Log is provided in 1.401 (below)

Risks

- The Log may be attached rather than material copied into the actual PSR
- Detail on the Risk Log is provided in 1.402 (below)

The Contractor shall include, within the Executive Summary of the Project Status Report, a statement that the project is on schedule or, if not, reasons for discrepancies and a tracking date.

During testing, information will be included or attached to the PSR to indicate a summary of defects:

- Open at the beginning of the reporting period,
- New defects reported during the reporting period,
- Defects closed during the reporting period,
- Defects in process as (being worked on) of the end of the period,
- Defects not yet worked on as of the end of the period and
- Open defects as of the end of the period.

Said report may be broken down further by severity level if defects are so categorized. A detailed report or access to any tool used to track said defects will be available to the State upon request.

During system and user testing, information will be included to indicate:

- Number of test cases that passed on first try
- Percentage of test cases that passed on first try against all test cases completed

An updated Project Schedule reflecting activity to date as well as updates to the estimate to complete will also be provided by the Contractor with the Project Status Report. The schedule will identify tasks that are over estimate and/or behind schedule with associated actions to address the situation.

## **1.500 Acceptance**

### **1.501 CRITERIA**

Deliverables that are documents must:

- Be in electronic format, compatible with State of Michigan software in accordance with Article 1.302.
  - Provide a heading indicating system (e.g. MDSC) and document name (e.g. User Manual) on each page
  - Provide page number and “of pages” on each page.
  - Provide an “as of” date.
  - Indicate final and not draft status
- If required by SUITE will leverage the SUITE template or leverage a template that serves the same purpose and contains similar information but if and only if with prior approval of the MDTMB Project Manager.
- Reflect correction of feedback provided by the State regarding but not limited to level of detail and clarifications.
- Reflect correction of issues identified by State personnel during the review of said documents unless waived in writing by the MDTMB Project Manager
- Not illustrate “real” data. Names, identification codes, etc. must be fictitious to ensure confidentiality of sensitive information.

Deliverables that represent modifications to the COTS solution must:

- Include updated documentation of the modules, pages, reports, etc.
- Indicate in the requirements traceability matrix (RTM) that all requirements were addressed through the System Development Life Cycle including design, development, and testing
- Reflect successful installation in no less than the test, training, UAT, QA and Production environments
- And operates in said environment including security (authentication and authorization)

Deliverables that represent testing must:

- Indicate all test cases have been successfully executed in system test, performance test, stress/load test, and User Acceptance Test
- And all defects, unless waived in writing by the State, are corrected

Deliverables that represent training must:

- Indicate all persons so identified to receive training, have in fact completed the training
- Reflect that all training material, per feedback from those trained and the State (MDTMB and MDE) Project Managers, has been updated

Deliverables that represent the warranty period must:

- Indicate passage of the timeframe
- Resolution of all issues raised during the period, unless waived in writing by the State MDTMB Project Manager

The approval process is defined in more detail in the terms and conditions, specifically sections 2.253, 2.254 and 2.255.

### **1.502 FINAL ACCEPTANCE**

- The following requirements for final acceptance apply:
- That all deliverables defined in Article 1 and per the acceptance criteria defined in section 1.501 have been completed and written approval provided
- That all contractual requirements have been met including but not limited to:
  - Placement of source code in escrow as/if applicable

## **1.600 Compensation and Payment**

### **1.601 COMPENSATION AND PAYMENT**

#### **Method of Payment**

The project, from inception through and including warranty, will be paid based on a firm, fixed-priced and will be deliverables based. The project, during maintenance support, which begins after completion of the warranty period, will be paid monthly, with equal payments each month based upon the annual cost listed in Appendix E. **The Cost Table attached (Appendix E) must be used as the format for submitting**

**pricing information.** The Contractor shall adhere to the deliverables identified in the Cost Table. Modification to the Cost Table in Appendix E will not be acceptable.

The Contractor agrees the costs provided in Appendix E represent the total charge to the State, and that there are no other charges required to ensure successful Contract execution.

#### **Travel**

The State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc. This includes travel costs related to training provided to the State by Contractor. Travel time will not be reimbursed.

#### **Out-of-Pocket Expenses**

- Contractor out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for such an expense at the State's current travel reimbursement rates.
- 

If Contractor reduces its prices for any of the software or services during the term of this Contract, the State shall have the immediate benefit of such lower prices for new purchases. Contractor shall send notice to the State's MDTMB Contract Administrator with the reduced prices within fifteen (15) Business Days [or other appropriate time period] of the reduction taking effect. – OR – Contractor shall send updated prices to the State *[quarterly/semi-annually]*.

#### **Statements of Work and Issuance of Purchase Orders**

- Unless otherwise agreed by the parties, each Statement of Work will include:
  1. Background
  2. Project Objective
  3. Scope of Work
  4. Deliverables
  5. Acceptance Criteria
  6. Project Control and Reports
  7. Specific Department Standards
  8. Payment Schedule
  9. Travel and Expenses
  10. Project Contacts
  11. Agency Responsibilities and Assumptions
  12. Location of Where the Work is to be performed
  13. Expected Contractor Work Hours and Conditions
- The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract. Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.

#### **Invoicing**

Contractor will submit properly itemized invoices to "Bill To" Address on Purchase Order. Invoices must provide and itemize, as applicable:

- Contract number;
- Purchase Order number
- Contractor name, address, phone number, and Federal Tax Identification Number;
- Description of any commodities/hardware, including quantity ordered;
- Date(s) of delivery and/or date(s) of installation and set up;
- Price for each item, or Contractor's list price for each item and applicable discounts;
- Maintenance charges;
- Net invoice price for each item;
- Shipping costs;
- Other applicable charges;
- Total invoice price; and
- Payment terms, including any available prompt payment discount.

The State may pay maintenance and support charges on a monthly basis, in arrears. Payment of maintenance service/support of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

Incorrect or incomplete invoices will be returned to Contractor for correction and reissue.

## **Appendix A – General and Technical Requirements**

This Appendix contains non-functional requirements including expectations of the Contractor to support a Contractor hosted environment. The requirements identify what the solution or product must run on or integrate with, including any standards that must be met, security requirements, and interfaces. Technical requirements will also identify the general framework in which the system or product must work, such as: capacity requirements (number of users, concurrent users, number of transactions to be handled, peak usage), documentation, audit and backup and recovery.

The Contractor must indicate whether they acknowledge compliance with the following requirements. Compliance means the Contractor will fully provide all aspects of the requirement and that they will be incorporated into the new MDSC system.

- Each requirement and enhancement must be acknowledged individually.
- The column “Priority” indicates if the requirement is mandatory (1), prefer to have as improves process (2) or optional (3).
- The column “Yes or No” indicates whether the contractor agrees (Y=Yes) or not (N=No) to be compliant with the following listed requirements and enhancements.
- The column (I, M or A) must be completed. This indication is expected whether the feature is mandatory or optional.
  - o I = Indicates the requirement is included (I) in the existing package
  - o M = Indicates the requirement exists in part but likely requires modification (M) to the existing package.
  - o A = Indicates the requirement does not exist and will be added (A) to the existing package.
- The comments column allows the contractor to provide any additional comments that will assist the State in evaluating the contractor's capability to provide the requested services in compliance with identified requirements.
- Comments are welcome even when the Contractor expects to be fully compliant with the requirement.

| #                           | Detailed Requirement Description                                                                                                                                                                                                                                                                                                               | Priority | Yes or No | I, M or A | Comments                                                                                                                                                                                                                                                                                                  |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>General Requirements</b> |                                                                                                                                                                                                                                                                                                                                                |          |           |           |                                                                                                                                                                                                                                                                                                           |
| 1.                          | The system must have role based security at the field level due to the system containing sensitive data. The system must allow the system administration function to add roles and associate actors to those roles that allows access to the functional areas of the system, including Due Process Complaints, State Complaints and Mediation. | 1        | Y         | I         | The system has role-based security at the “row level” which means that only actors belonging to a role can see specific cases, documents, scheduled events, and notations. This will allow certain actors to see due process complaint cases, but not be aware of any state complaint or mediation cases. |
| 2.                          | The system must allow actors to securely route documents within the system.                                                                                                                                                                                                                                                                    | 1        | Y         | I         | The system can assign and restrict document access based on role(s)                                                                                                                                                                                                                                       |
| 3.                          | The system must allow actors to route work to other actors within the system.                                                                                                                                                                                                                                                                  | 1        | Y         | I         | The system allows the assignment of work items to resources.                                                                                                                                                                                                                                              |
| 4.                          | The system must allow actors to search case files and items that are attached to the case file by indexes with keyword search criteria.                                                                                                                                                                                                        | 1        | Y         | I         | This functionality is included with the Full Text module.                                                                                                                                                                                                                                                 |
| 5.                          | The system must enforce the entry of valid data in mandatory fields before additional functionality or processes can be performed.                                                                                                                                                                                                             | 1        | Y         | I         | The system enforces the entry of valid data using multiple types of validation.                                                                                                                                                                                                                           |
| 6.                          | The system must have online help for each use case or functional                                                                                                                                                                                                                                                                               | 2        | N         | I         | The online help is context sensitive and therefore explains what data                                                                                                                                                                                                                                     |

| #   | Detailed Requirement Description                                                                                                                                                                                                                                                                                                                                             | Priority | Yes or No | I, M or A | Comments                                                                                                                                                                                                                                                                                                                |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | <p>sections of the system (there are approximately 32 use cases). The online help will include but is not limited to:</p> <ul style="list-style-type: none"> <li>• enter State and Due Process Complaints</li> <li>• enter State Complaint Corrective Actions</li> <li>• enter a State Complaint Extension</li> <li>• enter a State Complaint Proof of Compliance</li> </ul> |          |           |           | entry fields are used for.                                                                                                                                                                                                                                                                                              |
| 7.  | The system must allow actors to generate pre-defined reports upon request, such as Annual Performance Reports (APR) that meet the federal reporting guidelines.                                                                                                                                                                                                              | 1        | Y         | I         | The system interfaces with Microsoft SQL Server Reporting Services, and provides access to reports directly through the application.                                                                                                                                                                                    |
| 8.  | The system architecture must be designed to allow actors to run reporting tools against information in the database to generate customized one time reports.                                                                                                                                                                                                                 | 1        | Y         | I         | The system architecture is transparent to the reporting tools. Data Models are provided as a surface to retrieve data from. Microsoft's SQL Server Reporting Services allows for the definition of ad-hoc reports using SQL syntax or a visual designer. The ad-hoc reports can then be saved or discarded as required. |
| 9.  | The system must use role based security, compliant with Department of Technology Management and Budget (DTMB) identity management standards.                                                                                                                                                                                                                                 | 1        | Y         | I         | As per the standards provided in the answers to our questions: No application data is persisted on a client machine. The only use of cookies is for control state management (i.e.: expanded, or collapsed).                                                                                                            |
| 10. | The business functional areas are Due Process Complaints, State Complaints and Mediation. Support shall be provided during regular business hours of 8am-5pm Mon-Fri.                                                                                                                                                                                                        | 1        | Y         | I         | Support will be available between the hours of 8:00am and 5:00pm Monday to Friday.                                                                                                                                                                                                                                      |
| 11. | The system must comply with Department of Technology, Management and Budget (DTMB) Agency Web standards.                                                                                                                                                                                                                                                                     | 1        | Y         | I         | All of the standards outlined in the DTMB's Agency Web Standards document are followed with the exception of Michigan branding. As this is a COTS solution, Michigan branding will not be implemented.                                                                                                                  |
| 12. | The system must comply with DTMB enterprise security standards.                                                                                                                                                                                                                                                                                                              | 1        | Y         | I         | The solution complies with the DTMB's Enterprise Security standards. Security for the application is multi-tiered and multi-faceted. With Windows Authentication being the first level of security, the second level of security is named user based, and the third level is role based.                                |
| 13. | For all notifications the actor will compose the email text and/or                                                                                                                                                                                                                                                                                                           | 1        | Y         | I         | The system can be configured to send notifications in a number of                                                                                                                                                                                                                                                       |

| #   | Detailed Requirement Description                                                                                                                                                                                                                                                                                  | Priority | Yes or No | I, M or A | Comments                                                                                                                                                                                                                                                                                                                                                             |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | select from a list of MS Word templates and the system will interface with MS Outlook for the sending of the email. If a MS Word template is used, it will be attached as a PDF to the email. The system will also need to allow the actor to print MS Word letters that can be sent to Complainants via US Mail. |          |           |           | pre-defined formats including but not limited to MS Word 2003, MS Word 2007/2010, Portable Document Format (PDF), plain text, and HTML.<br><br>The system does not require that a user have Microsoft Outlook installed, and instead interfaces with a SMTP server.<br><br>If a notification needs to be printed rather than emailed, that option is also available. |
| 14. | For all reports/letters the actor will select from a list of templates which are MS-Word format and have the ability to add or modify text. These templates will have sections that are System Administrator maintained and locked from actor modifications.                                                      | 1        | Y         | I         | This functionality is already available.                                                                                                                                                                                                                                                                                                                             |
| 15. | System needs to allow web based secure access by actors within and external to the State of Michigan Network. Actors are both internal to state network and public actors through the Internet.                                                                                                                   | 1        | Y         | I         | The system can easily be configured to run using secure sockets when accessed both internally and externally.                                                                                                                                                                                                                                                        |
| 16. | System must allow the System Administrator role to update business rules through configuration changes and not require modification to program coding.                                                                                                                                                            | 1        | Y         | I         | Configuration and maintenance of business rules is performed through the system's administration user interface.                                                                                                                                                                                                                                                     |
| 17. | The system must support record retention for State Complaint Cases for up to 3 years and Due Process Cases for up to 5 years. The system must have the ability to inactivate and reactivate each case.                                                                                                            | 1        | Y         | I         | This is a standard functionality of our exhibit module Exhibit Tracking Module. Pricing will be reflected in the software section.                                                                                                                                                                                                                                   |
| 18. | The system must allow the sending of notifications to Recipients at the end of the record retention period.                                                                                                                                                                                                       | 1        | Y         | I         | This is a standard functionality of our exhibit module Exhibit Tracking Module. Pricing will be reflected in the software section.                                                                                                                                                                                                                                   |
| 19. | The system must have the ability to capture these multiple entities: <ul style="list-style-type: none"> <li>• resident district</li> <li>• resident ISD</li> <li>• operating ISD</li> <li>• operating District student is attending if different than resident District</li> </ul>                                | 1        | Y         | M         | See customization # 5<br>Add new student and school properties.                                                                                                                                                                                                                                                                                                      |
| 20. | The system must have a field to store the student UIC. The field is optional. (can be null)                                                                                                                                                                                                                       | 2        | Y         | I         | This is the person code field which is optional.                                                                                                                                                                                                                                                                                                                     |
| 21. | The system must check for state complaints, due process, and mediation duplicate cases based on Complainant, Student, District(s) and display cases that                                                                                                                                                          | 1        | Y         | I         | Included in the case intake wizard.                                                                                                                                                                                                                                                                                                                                  |

| #   | Detailed Requirement Description                                                                                                                                                                                              | Priority | Yes or No | I, M or A | Comments                                                                                                                                                                                                                                                                                                                                                                                              |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | may be duplicates or similar to the actor for validation/verification.                                                                                                                                                        |          |           |           |                                                                                                                                                                                                                                                                                                                                                                                                       |
| 22. | The actor must be able to create the new case if they determine it is not a duplicate.                                                                                                                                        | 1        | Y         | I         | This functionality is already available.                                                                                                                                                                                                                                                                                                                                                              |
| 23. | The system must search for duplicate cases based on Complainant, student, and Districts.                                                                                                                                      | 1        | Y         | I         | This functionality is already available.                                                                                                                                                                                                                                                                                                                                                              |
| 24. | The system must search for previous related cases based on Complainant, student, and Districts. The system will display any cases found.                                                                                      | 1        | Y         | I         | This functionality is already available.                                                                                                                                                                                                                                                                                                                                                              |
| 25. | The system must capture/create all data elements in a Microsoft Word template to interface with the SOAHR system.                                                                                                             | 1        | Y         | I         | Templates can be populated with fields from the database. The resulting documents can be sent to SOAHR.<br>We will determine the optimal transmission method for the SOAHR interface.                                                                                                                                                                                                                 |
| 26. | The system must extract any or all data elements in an .xml format for data exchange between Mediation Due Process and Complaints System (MDCS) and the SOAHR system.                                                         | 2        | Y         | M         | The solution uses a standardized Web Service interface to provide external data to the application. This functionality will require custom extensions to read information from MDCS and SOAHR.<br>See Customization #24<br>Interfaces to push and pull data in real-time from the State Educational Entity Master (EEM), Mediation Due Process and Complaints System and SOAHR for use in myCaseLoad. |
| 27. | The system must be able to import or export data from the SOAHR system. Data is to include but is not limited to: <ul style="list-style-type: none"> <li>hearing date</li> <li>hearing time</li> <li>hearing place</li> </ul> | 1        | Y         | M         | An interface can be created to be triggered when SOAHR schedules an event (e.g. prehearing, hearing, etc.) and to send information to the MDCS.<br>See Customization #6<br>Interfaces to push and pull data in real-time from the State Educational Entity Master (EEM), Mediation Due Process and Complaints System and SOAHR for use in myCaseLoad.                                                 |
| 28. | The system must pull entity information from the State Educational Entity Master (EEM). This must be a real time pull when data is needed. The system must prevent duplicate storage of data already maintained in EEM.       | 1        | Y         | M         | The solution uses a standardized Web Service interface to provide external data to the application. This functionality will require a custom extension to read information from EEM.<br>See Customization #6<br>Interfaces to push and pull data in real-time from the State Educational Entity Master (EEM), Mediation Due Process and Complaints System and SOAHR for use in                        |

| # | Detailed Requirement Description | Priority | Yes or No | I, M or A | Comments    |
|---|----------------------------------|----------|-----------|-----------|-------------|
|   |                                  |          |           |           | myCaseLoad. |

## Appendix B – Functional Requirements

Functional requirements identify the requirements of the new MDSC. However, the Contractor will need to review all Appendices and Attachments to understand the complete requirements of the new MDSC.

The Contractor must indicate whether they acknowledge compliance with the following requirements. Compliance means the Contractor will fully provide all aspects of the requirement and that they will be incorporated into the new MDSC.

- Each requirement and enhancement must be acknowledged individually.
- The column “Priority” indicates if the requirement is mandatory (1), prefer to have as improves process (2) or optional (3).
  - o In the pricing proposal, the Contractor will indicate the specific cost of providing priority 1 and 2 features that are not already included in the base COTS solution. As such, optional features may or may not be included in the final, negotiated solution.
- The column “Yes or No” indicates whether the contractor agrees (Y=Yes) or not (N=No) to be compliant with the following listed requirements and enhancements.
- The column (I, M or A) must be completed. This indication is expected whether the feature is mandatory or optional.
  - o I = Indicates the requirement is included (I) in the existing package
  - o M = Indicates the requirement exists in part but likely requires modification (M) to the existing package.
  - o A = Indicates the requirement does not exist and will be added (A) to the existing package.
- The comments column allows the contractor to provide any additional comments that will assist the State in evaluating the contractor’s capability to provide the requested services in compliance with identified requirements.
- Comments are welcome even when the Contractor expects to be fully compliant with the requirement.

| #.  | Detailed Requirement Description                                                                                                                                                                                                                  | Priority | Yes or No | I, M or A | Comments                                                                                                                                                   |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | <b>Due Process Complaints</b>                                                                                                                                                                                                                     |          |           |           |                                                                                                                                                            |
| 29. | The system must support the entry and processing of Due Process complaints.<br>Note: A due process complaint/request for hearing can be filed related to a limited number of issues, which are outlined in 300.507(a)(1) of the IDEA regulations. | 1        | Y         | M         | See customization #5<br>Add new student and school properties.                                                                                             |
| 30. | The system must have a web form for the Due Process Complaints. The form is to be available to any public user.<br>Note: MDE accepts complaints received manually, by fax or by email that are hand keyed into the system.                        | 1        | Y         | M         | This is standard configuration of our e-filing module. Services will be required to implement this functionality.<br>See customization                     |
| 31. | The system must have the ability to save and process up Due Process Complaints.<br>Note: On average 150 per year                                                                                                                                  | 1        | Y         | I         | This not a problem for myCaseLoad                                                                                                                          |
| 32. | The system must have the ability to assign the Due Process Complaint to the Administrative Law Judge.                                                                                                                                             | 1        | Y         | I         | This is standard functionality                                                                                                                             |
| 33. | The system must have the ability to notify the Administrative Law Judge that they have been assigned the Complaint.                                                                                                                               | 1        | Y         | M         | See customization #3<br>Email the Administrative Law Judge, MDE Case Manager, and ISD Case Investigator, as appropriate, when they are assigned to a case. |
| 34. | The system must display to the Due Process Complaints Coordinator upon request, the Due Process Complaint Requirements to determine if a complaint                                                                                                | 2        | Y         | M         | See customization #4<br>Checklist for user to determine whether a complaint has met the                                                                    |

| #.  | Detailed Requirement Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Priority | Yes or No | I, M or A | Comments                                                                                            |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|-----------------------------------------------------------------------------------------------------|
|     | has met the requirements. Note: R340.1724(f)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |          |           |           | requirements or whether the contents of a final report are complete.                                |
| 35. | <p>Due Process Complaint Requirements include:</p> <ul style="list-style-type: none"> <li>• Student name,</li> <li>• District(s) the complaint is against,</li> <li>• Parent/Guardian information</li> <li>• Statement of delivery</li> </ul> <p>Note: Statement of delivery – is a memo field with information when and how complaint is provided to other party.</p>                                                                                                                                                                                     | 2        | Y         | I         | Standard functionality                                                                              |
| 36. | The system must allow the SOAHR Secretary to enter a Complaint Case filed date and completed date.                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1        | Y         | I         |                                                                                                     |
| 37. | <p>The system must have configurable pre-defined time period requirements for Administrative Law Judges (ALJs) to determine if a complaint is sufficient. The current regulations stipulate the ALJ has 5 business days to make this determination. Note: A due process complaint/request for hearing can be filed related to a limited number of issues, which are outlined in 300.507(d) of the IDEA regulations.</p>                                                                                                                                    | 1        | Y         | I         | This is standard functionality but must be configured during the implementation.                    |
| 38. | <p>The system must use the Complaint start filed date and completed date to determine if the regulated time period is exceeded and send an email notification to the Due Process Complaints Coordinator and SOAHR Secretary before the time period is exceeded.</p> <p>Note: A due process hearing must be completed within the timeline established in the IDEA regulations.<br/> 300.515(a) non-expedited 45 school days<br/> 300.532(c)(2) expedited 20 school days<br/> The regulated time periods will be maintained by the System Administrator.</p> | 1        | Y         | I         | This is standard functionality but must be configured during the implementation.                    |
| 39. | The System must display examples of corrective actions to the Administrative Law Judge upon request and allow the actor to select one or more to associate with the Case File. Note: The corrective action examples will be maintained by the System Administrator.                                                                                                                                                                                                                                                                                        | 2        | Y         | A         | See customization #7<br>Provide ALJ with examples of corrective actions to associate with the case. |
| 40. | <p>The system must have configurable time periods in which the resolution session conferences must take place. The current regulated time periods are:</p> <ul style="list-style-type: none"> <li>• 15 days for expedited</li> <li>• 30 days for non expedited</li> </ul> <p>Note: 300.510(a)(b) 300.532(c)(3) 15 days IDEA regulations.</p>                                                                                                                                                                                                               | 1        | Y         | I         | This is standard functionality but must be configured during the implementation.                    |
| 41. | The system must use the due process complaint filed date and completed date to report if the complaint is processed                                                                                                                                                                                                                                                                                                                                                                                                                                        | 1        | Y         | I         | A report can be automatically generated and sent to any recipient                                   |

| #.  | Detailed Requirement Description                                                                                                                                                                                                                                                                                                                                                                                           | Priority | Yes or No | I, M or A | Comments                                                                                                                                                                                                                                                  |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | within the regulated time period. Note: 300.515(a) non-expedited 45 school days<br>300.532(c)(2) expedited 20 school days                                                                                                                                                                                                                                                                                                  |          |           |           |                                                                                                                                                                                                                                                           |
| 42. | The system must calculate the calendar days between the filing date and the request hearing date and send email notifications to the Due Process Complaints Coordinator if it is more than 45 calendar days for non expedited cases.                                                                                                                                                                                       | 1        | Y         | I         | This is Delinquency notice that is a standard feature of MCL                                                                                                                                                                                              |
| 43. | The system must notify the Complaints Coordinator of Complaint Case status changes within the due process complaint processes. Note: Status changes – object to sufficiency, amended complaint, parties enter mediation, extension.                                                                                                                                                                                        | 1        | Y         | I         | This is Standard functionality of MCL                                                                                                                                                                                                                     |
| 44. | The system must allow the SOAHR Secretary to enter a Complaint Case extension with the extension date and a reason for the extension. Note: Reasons for extension will be maintained by the System Administrator.                                                                                                                                                                                                          | 1        | Y         | M         | See customization #8<br>Enter a case extension with reason.                                                                                                                                                                                               |
| 45. | The system must have a configurable pre-defined time period for hearings to take place. The current regulations stipulate the hearings must take place within: <ul style="list-style-type: none"> <li>• 20 school days for expedited cases</li> <li>• 45 schools days after the conclusion of the resolution session.</li> </ul> Note: Time periods for haring conferences will be maintained by the System Administrator. | 1        | Y         | I         | This is standard functionality but must be configured during the implementation.                                                                                                                                                                          |
| 46. | The system must allow actors to create and generate letters from a standard template.                                                                                                                                                                                                                                                                                                                                      | 1        | Y         | I         | This standard functionality of MCL                                                                                                                                                                                                                        |
| 47. | The system generated letters are to include, but not be limited to, these four letters: <ul style="list-style-type: none"> <li>• check list letter</li> <li>• order scheduling oral argument</li> <li>• notice of hearing</li> <li>• order granting rehearing.</li> </ul>                                                                                                                                                  | 1        | Y         | I         | This standard functionality of MCL Services will be required to implement this functionality.                                                                                                                                                             |
| 48. | The system must save letters and associate them to the electronic case file. The system should also store the actor ID of the author of the letter and the date/time the letter was created.                                                                                                                                                                                                                               | 1        | Y         | I/M       | The document can be saved and time stamped, if you need the author to auto-fill then a modification is required. The author can be added manually without modification.<br>See customization #10<br>Automatically store the author of a generated letter. |
| 49. | The system must allow actors to attach digitally scanned “Proof of Compliance” documents to the electronic case file and allow the actor to enter key fields such as date proof of compliance was received,                                                                                                                                                                                                                | 1        | Y         | M         | See customization #11<br>Allow corrective actions to be related to documents (e.g. Proof of Compliance).                                                                                                                                                  |

| #.  | Detailed Requirement Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Priority | Yes or No | I, M or A | Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | which corrective action it is for, date compliance was met, and the District submitting the proof of compliance. Note: The system does not need to support scanning                                                                                                                                                                                                                                                                                                                              |          |           |           | This item is dependent upon item #7 (Ref B.39)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 50. | The system must allow entry of multiple Due Process Complaint sufficiency challenges and the results to those challenges. Note: System Administrator will maintain list of predefined challenges and results.                                                                                                                                                                                                                                                                                    | 1        | Y         | I         | This is a standard feature of MCL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 51. | The system must use email notification to the Due Process Complaints Coordinator when objection to the sufficiency timelines are not met. Districts have a specified amount of time from the date of the complaint to file an objection. <ul style="list-style-type: none"> <li>15 days for non expedited cases</li> </ul> Note: A due process complaint/request for hearing can be filed related to a limited number of issues, which are outlined in 300.507(d)(1)(2) of the IDEA regulations. | 2        | Y         | I         | Delinquency notice sent to coordinator when timeframe is exceeded. This is a standard feature of MCL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 52. | The system must allow the ALJ to search and reference their findings based on keyword search criteria.                                                                                                                                                                                                                                                                                                                                                                                           | 2        | Y         | I/M       | An Administrator configurable list of issue type can be maintained so a user can flag each case with one or more searchable categories.<br>Another option is to perform keyword searches on the contents of the documents using the myCaseLoad Full Text Search Module.<br>A second alternative is to provide the user with a limitless number of unconstrained text phrases with which to tag a document. Subsequently, the user could search for any document with those keywords.<br>See customization #12<br>Provide ability for end-user to tag any document with an unlimited number of keywords or phrases. Subsequently, the user can perform a search based upon these keywords. |
| 53. | The system must support standard predefined reports. Reports generated by the system will include, but are not limited to: <ul style="list-style-type: none"> <li>APR - Annual Performance Reports</li> <li>number of expedited and non – expedited cases open</li> </ul>                                                                                                                                                                                                                        | 1        | Y         | I         | The ability to create the type of reports listed is supported. Detailed information on specific reports to be included is necessary to provide a quotation for services.<br>Included in the pricing is training for MDCS staff on                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

| #.                      | Detailed Requirement Description                                                                                                                                                                                                                                                                                                                                        | Priority | Yes or No | I, M or A | Comments                                                                                                                                                                                                                                                                                                             |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                         |                                                                                                                                                                                                                                                                                                                                                                         |          |           |           | creation of reports. If MDCS would prefer CaseLoad create these reports we will need to scope out details of the and price accordingly                                                                                                                                                                               |
| 54.                     | <p>The system must allow authorized actors to document in the system:</p> <ul style="list-style-type: none"> <li>• pre hearing activities</li> <li>• settlement notifications</li> <li>• hearing dates</li> <li>• motion dates</li> <li>• pre-trial activities</li> </ul> <p>Note: Scheduling is completed externally in MS Outlook which is outside of the system.</p> | 1        | Y         | I         | <p>Scheduling activities will be performed within myCaseLoad.</p> <p>The Exchange Integration Module will be used to check the availability of (state employee) resources using their individual Outlook calendars. As well, scheduled event information will placed on the Outlook calendar of state employees.</p> |
| 55.                     | The system must allow actors to select Due Process Final Decision notice templates and associate documents to the electronic file.                                                                                                                                                                                                                                      | 2        | Y         | I         | Mail merge templates                                                                                                                                                                                                                                                                                                 |
| 56.                     | <p>The system must allow the actors to add scanned digital images to the due process complaint case electronic file. Attachments will include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• appeal attachments</li> </ul>                                                                                                                       | 1        | Y         | I         | <p>See customization #11</p> <p>Allow corrective actions to be related to documents (e.g. Proof of Compliance). This item is dependent upon item #7 (Ref B.39)</p>                                                                                                                                                   |
| 57.                     | The system must allow the SOAHR Secretary to select decision letter templates. The system must ensure that the date of decision entered is the same as the date they enter for date mailed.                                                                                                                                                                             | 1        | Y         | M         | <p>See customization #13</p> <p>Enforce requirement that decision date is the same as the date mailed.</p>                                                                                                                                                                                                           |
| <b>State Complaints</b> |                                                                                                                                                                                                                                                                                                                                                                         |          |           |           |                                                                                                                                                                                                                                                                                                                      |
| 58.                     | The system must support the Complaint Intake process.                                                                                                                                                                                                                                                                                                                   | 1        | Y         | I         | This is a standard functionality of MCL                                                                                                                                                                                                                                                                              |
| 59.                     | The system must allow the actor to enter Complaint form information.                                                                                                                                                                                                                                                                                                    | 1        | Y         | M         | <p>See customization #5</p> <p>Add new student and school properties.</p>                                                                                                                                                                                                                                            |
| 60.                     | The system must have a web form for the State Complaints. The form is to be available to any public user.                                                                                                                                                                                                                                                               | 1        | Y         | I         | <p>This is standard configuration of our e-filing module. Services will be required to implement this functionality.</p> <p>See customization # 2</p> <p>Services required to design a due process complaint form, state complaint form, or mediation request form for electronic filing</p>                         |
| 61.                     | The system must have the ability to save and process up to 300 or more State Complaints a year.                                                                                                                                                                                                                                                                         | 1        | Y         | I         | This is not an issue for MCL                                                                                                                                                                                                                                                                                         |
| 62.                     | The system must generate form letters prefilled with complaint information for sending to the Complainants.                                                                                                                                                                                                                                                             | 1        | Y         | I         | This standard functionality of MCL                                                                                                                                                                                                                                                                                   |

| #.  | Detailed Requirement Description                                                                                                                                                                                                                                                                                                                                          | Priority | Yes or No | I, M or A | Comments                                                                                                                                                                                                                                                                                                                                                                     |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 63. | The system must generate a Complaint Case and assign a unique case number to that case.                                                                                                                                                                                                                                                                                   | 1        | Y         | I         | This standard functionality of MCL                                                                                                                                                                                                                                                                                                                                           |
| 64. | The system must allow the actor to qualify a complaint against the Special Education State rules and federal regulations. Note: State Rule 340.1851, Federal regulations Section 300.153(a)                                                                                                                                                                               | 1        | Y         | M         | See Customization #4 Checklist for user to determine whether a complaint has met the requirements or whether the contents of a final report are complete.                                                                                                                                                                                                                    |
| 65. | The system must allow the actor to create "No Jurisdiction" or "Does not meet requirements" form letters. A complaint can have multiple allegations cited and letter(s) will be needed to address each. A letter regarding "no jurisdiction may relate to one or more allegations. A letter regarding "does not meet requirements" may relate to one or more allegations. | 1        | Y         | M         | See Customization #14 Relate a generated letter to one or more allegations to appear in the text of the letter.                                                                                                                                                                                                                                                              |
| 66. | The system must support the Initiate a State Complaint process. Note: Federal Regulations 300.151 and 300.152                                                                                                                                                                                                                                                             | 1        | Y         | I         | This standard functionality of MCL                                                                                                                                                                                                                                                                                                                                           |
| 67. | The system must allow the State Complaint Coordinator to display Case Managers by region upon request. Note: The region is a determining factor for assignment, but the Actor must be able to assign any Case Manager to a Case.                                                                                                                                          | 2        | Y         | M         | See Customization #15 When manually assigning a Case Manager to a case, show their region association.                                                                                                                                                                                                                                                                       |
| 68. | The system must allow the State Complaint Coordinator to assign any Case Manager to a Case.                                                                                                                                                                                                                                                                               | 1        | Y         | I         | This standard functionality of MCL                                                                                                                                                                                                                                                                                                                                           |
| 69. | The system must allow the actor to generate notifications to the MDE Case Manager and ISD Case Investigator of a new Case assignment.                                                                                                                                                                                                                                     | 1        | Y         | M         | See Customization #3 Email the Administrative Law Judge, MDE Case Manager, and ISD Case Investigator, as appropriate, when they are assigned to a case.                                                                                                                                                                                                                      |
| 70. | The system must display work load by Case Manager to the State Complaint Coordinator upon request to assist in the selection of a Case Manager to assign to a Case. The list of cases per Case Manager should also display the date opened and the status of the case.                                                                                                    | 1        | Y         | I         | The ability to create the type of reports listed is supported. Detailed information on specific reports to be included is necessary to provide a quotation for services.<br><br>Included in the pricing is training for MDCS staff on creation of reports. If MDCS would prefer CaseLoad create these reports we will need to scope out details of the and price accordingly |
| 71. | The system must create the case and the associated electronic case file and a save the date and time the case was filed.                                                                                                                                                                                                                                                  | 1        | Y         | I         | This standard functionality of MCL                                                                                                                                                                                                                                                                                                                                           |
| 72. | The system must use the Case filed date to calculate the 60 calendar day time period that MDE has to process the complaint and send the Final or Amended Final Report. Note: Federal regulations                                                                                                                                                                          | 1        | Y         | I         | This standard functionality of MCL                                                                                                                                                                                                                                                                                                                                           |

| #.  | Detailed Requirement Description                                                                                                                                                                                                                                                                                         | Priority | Yes or No | I, M or A | Comments                                                                                                                                                 |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | Section 300.152                                                                                                                                                                                                                                                                                                          |          |           |           |                                                                                                                                                          |
| 73. | The system must allow the actor to select multiple notification form letter templates (MS Word format), per complaint, that are prefilled with complaint information.                                                                                                                                                    | 1        | Y         | I         | This standard functionality of MCL                                                                                                                       |
| 74. | The system must allow the actor to associate data elements to include faxed items, scanned items and other letters of correspondence to a Complaint Case electronic file. Note: The system does not need to support scanning.                                                                                            | 1        | Y         | M         | See customization #11<br>Allow corrective actions to be related to documents (e.g. Proof of Compliance). This item is dependent upon item #7 (Ref B.39)  |
| 75. | The system must allow the actor to print a Case packet of some or all the items associated to the electronic Case file. Note: the average number of items in a Case packet is 8.                                                                                                                                         | 1        | Y         | I         | This is a standard functionality of our DOCUMENT PACKAGING Module. Pricing for this module and subscription will be included in the Customization table. |
| 76. | The system must allow the actor to create an e-file (in addition to printing for US Mail) of the Case packet that can be emailed to authorized interested parties, e.g. District, and Complainants.                                                                                                                      | 1        | Y         | I         | This is a standard functionality of our DOCUMENT PACKAGING Module. Pricing for this module and subscription will be included in the Customization table. |
| 77. | The system must support the MDE and ISD Investigation process.                                                                                                                                                                                                                                                           | 1        | Y         | I         | This standard functionality of MCL                                                                                                                       |
| 78. | The system must enforce read only access of the MDE Case Manager entered information to the ISD Case Investigator and allow the ISD Case Investigator to enter ISD specific Case information.                                                                                                                            | 1        | N/A       |           | B-78 has been removed from the requirements for this project.                                                                                            |
| 79. | The system must allow notifications of Complaint Case information back and forth between the MDE and ISD Complaint Managers through email or comments associated to the Case.                                                                                                                                            | 1        | Y         | I         | This standard functionality of MCL.                                                                                                                      |
| 80. | The system must maintain the author, date, time and who is allowed to view comments that are entered for Complaint Cases. Note: The actor must be able to indicate if the comment is for them to see only, or if others can see it.                                                                                      | 1        | Y         | I         | Role based security on each comment. If a user is not part of the role, they will not know the comment exists.                                           |
| 81. | The system must display a configurable list of Investigation items needed by Case Type/Rule that the Case Manager can select from. Note: Configurable list of Investigation items will be maintained by the System Administrator.                                                                                        | 1        | N/A       |           | B-78 has been removed from the requirements for this project.                                                                                            |
| 82. | The system must use the date the Case is filed to calculate the time periods, by Case Type for various Case Statuses. e.g. MDE Case Manager and ISD Case Investigator should talk within 10 days of Case being filed. Approximately 30 time periods need to be maintained<br>Note: Configurable status time periods will | 1        | Y         | I         | Configurable workflow by case type.<br>This standard functionality of MCL                                                                                |

| #.  | Detailed Requirement Description                                                                                                                                                                                   | Priority | Yes or No | I, M or A | Comments                                                                                                                                                     |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | be maintained by the System Administrator                                                                                                                                                                          |          |           |           |                                                                                                                                                              |
| 83. | The system must send out email notifications based on a configurable number of days before the status time periods expire. Note: Configurable time periods will be maintained by the System Administrator          | 1        | Y         | M         | See customization #1<br>Send out reminder a configurable number of days before a task is delinquent.                                                         |
| 84. | The system must store the date and time of the three-way call between the MDE Case Manager, IDE Case Manager and the Complainant.                                                                                  | 2        | Y         | I         | Stored as a scheduled event which will also appear on Outlook calendars.                                                                                     |
| 85. | The system must support the MDE Final Report Review Process.                                                                                                                                                       | 1        | Y         | I         | This is a standard functionality of our DOCUMENT PUBLISHING Module. Pricing for this module and subscription will be included in the Customization table.    |
| 86. | The system must allow the ISD Case Investigator to send via email and attach to the electronic Case file the draft Final Report for the review of the MDE Case Manager.                                            | 1        | Y         | I         | This is a standard functionality of our DOCUMENT PUBLISHING Module. Pricing for this module and subscription will be included in the Customization table.    |
| 87. | The system must allow the MDE Case Manager to review the Final Report and compare it against a Final Report Contents checklist, by Case Type/Rule. Note: Check list will be maintained by the System Administrator | 2        | Y         | M         | See customization #4<br>Checklist for user to determine whether a complaint has met the requirements or whether the contents of a final report are complete. |
| 88. | The system must allow Final Report notifications and comments to be sent back and forth between the MDE Case Manager and the ISD Case Investigator.                                                                | 1        | Y         | I         | Case notes within myCaseLoad or email messages within Outlook. This standard functionality of MCL                                                            |
| 89. | The system must allow for Final Review work flow within MDE. (Tiered Review between MDE Case Manager and MDE Case Coordinator). Note: Work flow tiers will be maintained by the System Administrator               | 1        | Y         | M         | See customization #18<br>Route document during drafting stage to various reviewers when the document status has been updated (e.g. Approved by Case Manager) |
| 90. | The system must support a configurable number of versions of the Final Report that are attached to the electronic Case file.                                                                                       | 1        | Y         | M         | See customization #17<br>Keep up to ten versions (configurable) of the Draft Final Report along with each reviewer's comments.                               |
| 91. | The system must be able to display standard conclusion wording to the MDE Case Manager upon request based on Case Type/Rule. Note: The standard conclusion wording will be maintained by the System Administrator  | 1        | Y         | M         | See customization # 19<br>Provide Case Manager with Administrator-maintained standard conclusion wording.                                                    |

| #.   | Detailed Requirement Description                                                                                                                                                                                                                                                                                        | Priority | Yes or No | I, M or A | Comments                                                                                                                                                                                                                                                              |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 92.  | The system must display upon request examples/templates of the Final Report Closing Statements for the MDE Case Manager to select from. Note: The example templates will be maintained by the System Administrator                                                                                                      | 1        | Y         | M         | See customization # 19<br>Provide Case Manager with Administrator-maintained standard conclusion wording.                                                                                                                                                             |
| 93.  | The system must generate the Final Report version (MS Word format) after all information has been entered and edited by the various parties. The final version will be associated with the electronic Case file.                                                                                                        | 1        | Y         | I         | This standard functionality of MCL                                                                                                                                                                                                                                    |
| 94.  | The system must allow the sending of the Final Report, via email (or printing for manual sending by US mail), to all interested parties; The actor will select the parties; Complainant, Superintendent of District, Superintendent of ISD, and the system will pre-fill the addresses on a standard Cover Page.        | 1        | Y         | M         | See customization #20<br>Attach the Final Report to a cover page and send to all interested parties.                                                                                                                                                                  |
| 95.  | The system must support the Corrective Actions process.                                                                                                                                                                                                                                                                 | 1        | Y         | A         | See customization #7<br>Provide ALJ with examples of corrective actions to associate with the case.                                                                                                                                                                   |
| 96.  | The system must display a predefined list of Corrective Actions to the Case Manager upon request based on Case Type/ Rule and allow the actor to select one or more or enter a unique corrective action and associate it with the Case. Note: The corrective action list will be maintained by the System Administrator | 1        | Y         | A         | See customization #7<br>Provide ALJ with examples of corrective actions to associate with the case.                                                                                                                                                                   |
| 97.  | The system must display a predefined list of Proof of Compliance examples to the Case Manager upon request based on Case Type/Rule and allow the actor to select one or more or enter a unique Proof of Compliance and associate it with the Case.                                                                      | 1        | Y         | I         | The user can create a document entry and choose a specific "Proof of Compliance" document type. When the document type is chosen, a more detailed subject text will automatically appear. The Case Manager can modify the defaulted text.                             |
| 98.  | The system must allow the Case Manager to associate Proof of Compliance documents to the electronic Case file that are received from the District or ISD.                                                                                                                                                               | 1        | Y         | I         | Document entry with an attachment.<br>This standard functionality of MCL                                                                                                                                                                                              |
| 99.  | The system must allow the Case Manager to enter the start and end dates for Corrective Action items and send email notifications to the Case Manager some number of configurable days before the time period expires. Note: Configurable time periods will be maintained by the System Administrator.                   | 1        | Y         | A         | See customization #21<br>A corrective action will store the start and end dates. An email message will be sent to the Case Manager a configurable number of days before the time period expires OR when the time period expires and proof of compliance is not filed. |
| 100. | The system must notify the MDE Case Manager if the Corrective Action date is                                                                                                                                                                                                                                            | 1        | Y         | A         | See customization #21<br>A corrective action will store                                                                                                                                                                                                               |

| #.   | Detailed Requirement Description                                                                                                                                                                                                                                                                                                                                                 | Priority | Yes or No | I, M or A | Comments                                                                                                                                                                                                                                               |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | reached and no proof or compliance record is on file.                                                                                                                                                                                                                                                                                                                            |          |           |           | the start and end dates. An email message will be sent to the Case Manager a configurable number of days before the time period expires OR when the time period expires and proof of compliance is not filed.                                          |
| 101. | The system must display upon request the non-compliance letter templates to the actor and let them select and modify for sending of notifications. These letters are to be sent to the District Superintendent, District Special Education Director, ISD Superintendent, ISD Director, Complainant, and the ISD Investigator. Note: There are up to 3 different types of letters | 1        | Y         | I         | This standard functionality of MCL                                                                                                                                                                                                                     |
| 102. | The system must allow for electronically attaching the scanned image of the Proof of Compliance for each Corrective Action to the electronic Case file and allow the actor to enter key fields such as date proof of compliance was received, which corrective action it is for, date compliance was met, and the District submitting the proof of compliance.                   | 1        | Y         | M         | See customization #11 Allow corrective actions to be related to documents (e.g. Proof of Compliance). This item is dependent upon item #7 (Ref B.39)                                                                                                   |
| 103. | The system must support the State Complaint Reconsideration Process.                                                                                                                                                                                                                                                                                                             | 1        | Y         | I         | This standard functionality of MCL                                                                                                                                                                                                                     |
| 104. | The system must allow the Case Manager to enter "for reconsideration" from either the Complainant or District.                                                                                                                                                                                                                                                                   | 1        | Y         | I         | The request for reconsideration document will be related to either the complainant or the District. This standard functionality of MCL                                                                                                                 |
| 105. | The system must allow for the Case Manager to enter Reconsideration statuses and date/time information for key activities: <ul style="list-style-type: none"> <li>• date Final Report received</li> <li>• date Reconsideration received</li> <li>• date Investigation reopened</li> <li>• date Final Report amended</li> </ul>                                                   | 1        | Y         | I         | Can be handled as a separate recon case or a re-opening of the original complaint case. This standard functionality of MCL                                                                                                                             |
| 106. | The system must support the Closing of a Case.                                                                                                                                                                                                                                                                                                                                   | 1        | Y         | I         | Based upon the action performed to close the case, the disposition information will be tracked. This standard functionality of MCL                                                                                                                     |
| 107. | The system must allow the Case Manager to enter certain demographic and other Case related information to support reporting and Case analysis. These may include, but not be limited to: <ul style="list-style-type: none"> <li>• number of allegations</li> <li>• type of disability</li> <li>• age of Student</li> </ul>                                                       | 1        | Y         | M         | In addition to the standard demographic and other case related information stored by myCaseLoad, we will also ensure that an unlimited number of allegations, type of disability, and student birth date will also be stored. Any additional pieces of |

| #.   | Detailed Requirement Description                                                                                                                                                                                                                                                                 | Priority | Yes or No | I, M or A | Comments                                                                                                                                                                                                                                                                                                                                                           |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      |                                                                                                                                                                                                                                                                                                  |          |           |           | information will be considered.                                                                                                                                                                                                                                                                                                                                    |
| 108. | The system must capture the date the Case is closed.                                                                                                                                                                                                                                             | 1        | Y         | I         | Yes, part of the case disposition information from the original complaint and the reconsideration.<br>This standard functionality of MCL                                                                                                                                                                                                                           |
| 109. | The system must store historical Case files with indexing which can be searched by keyword.                                                                                                                                                                                                      | 1        | Y         | I         | Full text search module<br>This standard functionality of MCL                                                                                                                                                                                                                                                                                                      |
| 110. | The system must support the Proof of Compliance process.                                                                                                                                                                                                                                         | 1        | Y         | M         | See customization #11<br>Allow corrective actions to be related to documents (e.g. Proof of Compliance).<br>This item is dependent upon item #7 (Ref B.39)                                                                                                                                                                                                         |
| 111. | The system must allow associating scanned images of notifications of Compliance by the Districts to the electronic Case file.                                                                                                                                                                    | 1        | Y         | I         | Document will be related to the District.<br>This standard functionality of MCL                                                                                                                                                                                                                                                                                    |
| 112. | The system must allow the Case Manager to enter multiple Proof of Compliance statuses and dates per Corrective Action.                                                                                                                                                                           | 1        | Y         | M         | See customization #11<br>Allow corrective actions to be related to documents (e.g. Proof of Compliance).<br>This item is dependent upon item #7 (Ref B.39)                                                                                                                                                                                                         |
| 113. | The system must have the ability to store Complaint Cases for a configurable number of years. Note: The System Administrator will maintain the number of years.                                                                                                                                  | 1        | Y         | I         | If mandated to purge the database after a number of years, it can be done.                                                                                                                                                                                                                                                                                         |
| 114. | The system must support Extensions to the 60 day time period that a State Complaint Case is required to be processed by federal regulation.                                                                                                                                                      | 1        | Y         | I         | The 60 day time period can be extended as necessary.<br>This standard functionality of MCL                                                                                                                                                                                                                                                                         |
| 115. | The system must allow the Case Manger or State Complaint Coordinator to be able to enter the extension time period, the reason for extension, and who approved the extension. This is an extension to the 60 calendar days that the federal regulation allows to resolve a State Complaint Case. | 1        | Y         | M         | An extension request could be entered along with the reason and requested number of days. The extension could be approved or rejected by a user and the number of days approved can also be recorded, if different from the requested number of days.<br>See customization #22<br>Track requests and the approval process for extensions to the 60 day time frame. |
| 116. | The system must allow the Case Manager or State Complaint Coordinator to be able to change the status of a Complaint to "Abeyance" the reason for the abeyance, and who approved the abeyance. This                                                                                              | 1        | Y         | M         | The 60 day time frame will be extended by the length of the abeyance when the "held in abeyance" status is removed.                                                                                                                                                                                                                                                |

| #.   | Detailed Requirement Description                                                                                                                                                                                                                                                                                                                                | Priority | Yes or No | I, M or A | Comments                                                                                                                                                                                                                                                                                |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | complaint is "in abeyance" and the 60 calendar days that the federal regulation allows to resolve a State Complaint Case will be extended for the length of the abeyance.                                                                                                                                                                                       |          |           |           | See customization #23<br>Allow a case to be "held in abeyance" which will not fire delinquency notices.<br>Automatically extend the 60 day time frame when the "abeyance" is removed.                                                                                                   |
| 117. | The system must send email notification (and allow the actor to print for US Mail), to the interested parties of the Case extension. i.e. Complainant, District and ISD.                                                                                                                                                                                        | 1        | Y         | I         | When approving an extension, the user can choose to generate a notification. The interested parties who have elected to receive notices by email will get an email message. The interested parties who want printed notification will have their notices sent to the user for printing. |
|      | <b>Mediation</b>                                                                                                                                                                                                                                                                                                                                                |          |           |           |                                                                                                                                                                                                                                                                                         |
| 118. | The system must receive mediation intake requests. Note: The mediation process must meet the requirements defined by 300.506 of the IDEA Regulations (state rules tend to fill in the gap) R340.1724(d)                                                                                                                                                         | 1        | Y         | I         | This is standard functionality of MCL                                                                                                                                                                                                                                                   |
| 119. | The system must have the ability to save and process up 700 mediation intake requests per year.                                                                                                                                                                                                                                                                 | 1        | Y         | I         | This is not an issue for MCL                                                                                                                                                                                                                                                            |
| 120. | The system must allow the Intake Specialist to input the intake request information. System must allow input from these four request types: <ul style="list-style-type: none"> <li>• online web form</li> <li>• mediation 800 number and 20 local center numbers</li> <li>• local mediation center walk-ins</li> <li>• US mail</li> </ul>                       | 1        | Y         | M         | This is as standard feature of our e-filing module.<br>Services will be needed to design online web form.<br>See customization # 2<br>Services required to design a due process complaint form, state complaint form, or mediation request form for electronic filing.                  |
| 121. | The system must allow Intake Specialists to generate mediation meeting confirmation letters electronically from a standard list of templates to all mediation meeting participants.                                                                                                                                                                             | 1        | Y         | I         | This standard functionality of MCL                                                                                                                                                                                                                                                      |
| 122. | The system must display a list of mediators and mediation coordinators, upon request, to the Intake Specialist. Note: The list of mediators will be maintained by the System Administrator and Mediation Coordinator.                                                                                                                                           | 2        | Y         | I         | Assign a mediator and mediation coordinator to the case.<br>This standard functionality of MCL                                                                                                                                                                                          |
| 123. | The system must allow actors to generate mediation reports for OSE-EIS. There will be approximately 10 reports which will include but are not limited to: <ul style="list-style-type: none"> <li>• number of mediation request form received per year</li> <li>• number of mediation requests not held.</li> <li>• mediation resulting in agreements</li> </ul> | 1        | Y         | I         | This can be accomplished with a report. Services may be needed to implement.                                                                                                                                                                                                            |

| #.   | Detailed Requirement Description                                                                                                                                                                                                                                                                                                                                                                                                 | Priority | Yes or No | I, M or A | Comments                                                                                                                                                                    |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 124. | The system needs to count how many mediation request have the "meetings with agreement" data element indicated.                                                                                                                                                                                                                                                                                                                  | 1        | Y         | I         | Agreement, Partial Agreement or No Agreement will be tracked by the scheduled event result or the specific signed document type recorded in the mediation request case.     |
| 125. | The system must allow the Intake Specialist to generate a mediation resulting in agreements report and store the report electronically.                                                                                                                                                                                                                                                                                          | 1        | Y         | I         | Scheduled reporting services report which keeps a snapshot on a periodic basis (e.g. monthly). This can be accomplished with a report. Services may be needed to implement. |
| 126. | The system must generate a report for the outreach activities being completed. Note: Referral source – data fields defined in the Special Education Mediation Case Statistics Report.                                                                                                                                                                                                                                            | 2        | Y         | I         | This can be the document delivery method of the mediation request form. This is a standard functionality of MCL                                                             |
| 127. | The system must allow actors to capture outreach activities. Outreach activities include, interactions with the general public, supported by materials that explain the benefits of collaborative methods of mediation. Note: Referral source – data fields defined in the Special Education Mediation Case Statistics Report.                                                                                                   | 2        | Y         | I         | Another document type can be created that is not related to a specific mediation request case. This could provide the stats you need for your outreach activities.          |
| 128. | The system must allow actors to capture the association between outreach activities (contacts) and the uses of services by District(s)/Parent groups and the use of mediation services. Note: Referral source – data fields defined in the Special Education Mediation Case Statistics Report                                                                                                                                    | 2        | N         |           | We are not certain we can help you with this requirement.                                                                                                                   |
| 129. | The system must allow the data entry of referrals generated by the outreach activities. Note: Referral source – data fields defined in the Special Education Mediation Case Statistics Report.                                                                                                                                                                                                                                   | 2        | N         |           | We are not certain we can help you with this requirement.                                                                                                                   |
| 130. | The system must notify MDE via e-mail when a mediation status changes and action is needed in State or Due Process Complaints areas such as agreement to mediate, disposition date, and issues disposed. Note: Notification to include: Case Number and District Number only, no names are allowed to comply with confidentiality requirement. The confidentiality requirement may be different if encrypted email is available. | 1        | Y         | I         | Workflow triggered notices with configurable text format. This standard functionality of MCL                                                                                |
| 131. | The system must be able to generate mediation referrals to satellite offices.                                                                                                                                                                                                                                                                                                                                                    | 1        | Y         | I         | Mediation request cases can be transferred to other offices. This standard functionality of MCL                                                                             |
| 132. | The system must allow system actors to trigger a notification e-mail to the                                                                                                                                                                                                                                                                                                                                                      | 1        | Y         | I         | Workflow rules will trigger the creation of a task for the                                                                                                                  |

| #.   | Detailed Requirement Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Priority | Yes or No | I, M or A | Comments                                                                                                                                                                                              |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | Mediation Coordinator if a Complainant is interested in mediation services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |           |           | Mediation Coordinator. They can also get an email. This standard functionality of MCL                                                                                                                 |
| 133. | The system must track the start date and elapsed number of calendar days of the mediation case.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 1        | Y         | I         | Visible on view case screen. This standard functionality of MCL                                                                                                                                       |
| 134. | <p>The system must generate reports including statistical data to OSE (Office of Special Education) to support MDE data reporting needs for the Annual Performance Reports. There will be an approximated number of Reports which will include but are not limited to:</p> <ul style="list-style-type: none"> <li>• number of cases open</li> <li>• open and closed cases with and without an agreement related to hearings</li> <li>• cases mediated with agreement</li> <li>• closed cases related to complaint</li> </ul> <p>Note: See Table 7</p>                                                                                                                       | 1        | Y         | I         | The ability to create the type of reports listed is supported. Detailed information on specific reports to be included is necessary to provide a quotation for services.                              |
| 135. | <p>The system must allow the actor to trigger the sending of the mediation reports in an electronic format, e-mail, to the Michigan Special Education Mediation Program (MSEMP). The system must allow the actor to send one or more of the following:</p> <ul style="list-style-type: none"> <li>• Special Education Mediation Case Statistics Report</li> <li>• Centers Reporting Cases Report</li> <li>• Mediations by Mediator Name</li> <li>• ISD/LEA Summary Report</li> <li>• Centers Summary Report</li> <li>• Payment Vouchers Report</li> <li>• Pending Mediations by Service Type</li> <li>• Cases Related to Hearing/Complaint</li> <li>• Cases Open</li> </ul> | 1        | Y         | I         | The actor will either request the report(s), save them, email them to the MSEMP OR they can schedule the reports to run periodically (e.g. monthly) and they will be automatically sent to the MSEMP. |
| 136  | The system must allow entry of prior data (cases) to "build" a complete federal reporting year. In fact, if desired must allow creation of other past years. Said cases could be mediation, due process or state complaints.                                                                                                                                                                                                                                                                                                                                                                                                                                                | 2        | Y         | I         | Not an issue for MCL                                                                                                                                                                                  |

## Appendix C – Cost Table

### Project Summary of Cost

Project Approved Amount Added Per Contract Change Notice No. 1: \$325,000

Additional Costs per this revised SOW, to add to Contract:

| Cost Components                          | Cost (Separate)  |
|------------------------------------------|------------------|
| Licensing Fees                           | \$58,900         |
| Recurring Software Maintenance & Support | \$44,758         |
| <b>Revised Additional Costs:</b>         | <b>\$103,658</b> |

**Total Revised Approved Amount for this Project: \$428,658**

STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET  
PURCHASING OPERATIONS  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

October 19, 2011

CHANGE NOTICE NO.2  
TO  
CONTRACT NO. 071B0200162  
between  
THE STATE OF MICHIGAN  
and

|                                                                                                                                                                            |                                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| NAME & ADDRESS OF CONTRACTOR<br><br><b>Evans CaseLoad, Inc.</b><br><b>2152 Danforth Avenue, Suite 200</b><br><b>Toronto, ON M4C 1K3</b><br><br>Email: daevans@caseload.com | TELEPHONE: Darryl Evans<br><b>(416) 762-0236</b> |
|                                                                                                                                                                            | CONTRACTOR NUMBER/MAIL CODE                      |
|                                                                                                                                                                            | BUYER/CA (517) 373-3993<br><b>Joe Kelly</b>      |
| Contract Compliance Inspector:<br><b>Enhanced Document Management - DIT</b>                                                                                                |                                                  |
| CONTRACT PERIOD: 5 yrs. + 5 one-year options From: <b>April 12, 2010</b> To: <b>April 11, 2015</b>                                                                         |                                                  |
| TERMS<br><b>N/A</b>                                                                                                                                                        | SHIPMENT<br><b>N/A</b>                           |
| F.O.B.<br><b>N/A</b>                                                                                                                                                       | SHIPPED FROM<br><b>N/A</b>                       |
| MINIMUM DELIVERY REQUIREMENTS<br><b>N/A</b>                                                                                                                                |                                                  |
| MISCELLANEOUS INFORMATION:                                                                                                                                                 |                                                  |

**NATURE OF CHANGE(S):**

Effective immediately, this contract is hereby INCREASED by \$314,050.00. All other terms, conditions, pricing and specifications remain the same.

**AUTHORITY/REASON(S):**

Per vendor and agency agreement, the approval of DTMB Purchasing Operations and the approval of the State Administrative Authority on October 18, 2011.

**INCREASE: \$314,050.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$1,806,431.25**

071B0200162  
Change Notice No.2  
Signature Page

---

---

FOR THE CONTRACTOR:

**Evans CaseLoad, Inc.**

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

**Jeff Brownlee, Chief Procurement Officer**

Name/Title

**DTMB, Purchasing Operations**

Division

Date

STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET  
PURCHASING OPERATIONS  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

August 30, 2011

CHANGE NOTICE NO.1  
TO  
CONTRACT NO. 071B0200162  
between  
THE STATE OF MICHIGAN  
and

|                                                                                                                                                                                                                      |                                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| NAME & ADDRESS OF CONTRACTOR<br><br><b>Evans CaseLoad, Inc.</b><br><b>2152 Danforth Avenue, Suite 200</b><br><b>Toronto, ON M4C 1K3</b><br><br>Email: <a href="mailto:daevans@caseload.com">daevans@caseload.com</a> | TELEPHONE: Darryl Evans<br><b>(416) 762-0236</b> |
|                                                                                                                                                                                                                      | CONTRACTOR NUMBER/MAIL CODE                      |
|                                                                                                                                                                                                                      | BUYER/CA (517) 373-3993<br><b>Joe Kelly</b>      |
| Contract Compliance Inspector:<br><b>Enhanced Document Management - DIT</b>                                                                                                                                          |                                                  |
| CONTRACT PERIOD: <b>5 yrs. + 5 one-year options</b> From: <b>April 12, 2010</b> To: <b>April 11, 2015</b>                                                                                                            |                                                  |
| TERMS<br><b>N/A</b>                                                                                                                                                                                                  | SHIPMENT<br><b>N/A</b>                           |
| F.O.B.<br><b>N/A</b>                                                                                                                                                                                                 | SHIPPED FROM<br><b>N/A</b>                       |
| MINIMUM DELIVERY REQUIREMENTS<br><b>N/A</b>                                                                                                                                                                          |                                                  |
| MISCELLANEOUS INFORMATION:                                                                                                                                                                                           |                                                  |

**NATURE OF CHANGE(S):**

Effective immediately, the Michigan Department of Education (MDE) is hereby added as an authorized user to this contract and the attached Statement of Work is incorporated to accommodate system changes necessary for MDE to effectively utilize the system and facilitate collaboration between the State Office of Administrative Hearings and Rules (SOAHR) and MDE.

Contract is hereby INCREASED by \$325,000.00 to cover the cost of this amendment. Please also note that the buyer has hereby been CHANGED to Joe Kelly. All other terms, conditions, pricing and specifications remain the same.

**AUTHORITY/REASON(S):**

Per vendor and agency agreement, the approval of DTMB Purchasing Operations and the approval of the State Administrative Authority on June 30, 2011.

**INCREASE: \$325,000.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$1,492,381.50**

## **Article 1 – Statement of Work (SOW)**

### **1.000 Project Identification**

#### **1.001 PROJECT REQUEST**

The State of Michigan (State), through the Michigan Department of Education (MDE) Office of Special Education and Early Intervention Services is requesting a proposal for a Commercial Off-the- Shelf Software (COTS) package for the **Mediation, Due Process Hearings and State Complaint Systems (MDSC)**.

The MDSC will:

- Be a COTS (commercial off the shelf system) solution employed in other states and modified, as necessary, to meet the requirements as defined in Appendices A and B.
- Be accessible 24/7 since users will perform activities outside of the normal business day including weekends. However, support will be provided during the normal business day.
- Be covered by a single State-level agreement/license to cover all sites engaged in use of this system.

The project will include all activities and services as defined in Article 1 and associated attachments and appendices. The State seeks to have services begin upon award of the contract. The duration of the effort to ready and implement into production will be defined by the Contractor.

#### **1.002 BACKGROUND**

The Michigan Department of Education Office of Special Education and Early Intervention Services (OSE-EIS) sponsors and administrates the Mediation, Due Process Hearings and State Complaint system (MDSC). The applications' main functions consist of tracking records of dispute resolution processes related with a child under age 26 with disabilities or suspected disabilities. Data in the systems are compiled for the federal mandated reports due on February 1; other reports are generated through the year. There are currently three separate systems that support the business operations utilizing legacy software.

### **1.100 Scope of Work and Deliverables**

#### **1.101 IN SCOPE**

This project consists of the following scope:

- Project Management
- Verification of Business Requirements
- Design of modifications to the COTS and interfaces
- Development of modifications to the COTS and interfaces
- Testing of the modified COTS and interfaces in a test environment
- Implementation to production of the modified COTS
  - o Load system into production
  - o Configuration
  - o Interfaces to other systems
  - o Verification of the system in production
    - Including backup
    - Including business recovery
- Training
- Knowledge Transfer and Transition
- Documentation
- Hardware, software and communications
- Reserve bank of hours for future enhancements driven by users or legislation
- Ability to build data about prior events
  - o For example, the federal reporting year is July 1 through June 30. If the system does not go live on July 1, then any records for that "federal reporting year" can be created. This would enable the system to produce, for example, annual reports.

- o For example, if the State so chooses, data from prior federal reporting years could also be created. The current federal reporting process began in July 2009, so this build could go back to that date and forward for each year.

A more detailed description of the software, services (work) and deliverables sought for this project is provided in Article 1, Section 1.104, Work and Deliverables (and its associated attachments and appendices).

### 1.102 OUT OF SCOPE

This project does not include:

- The State of Michigan will not consider any proposal that includes the custom development of a new system.
- The SOM will also not consider any proposal for management consulting or re-engineering of the processes for the purpose of adapting the SOM processes to better fit a proposed system. The SOM is seeking an existing system that will match its existing processes or can be configured to match its existing processes.
- The vendor will not be responsible for any installation of software or hardware within the State of Michigan environment.
- This project will not include data conversion or migration. However, as noted earlier (in scope section above) we may build data to reflect activity prior to go live of this solution to enable full “federal reporting year” data to reside in a single database.
- The project will not include a mechanism to access legacy data.
- This project will not include detailed requirements definition. Said effort was already undertaken as reflected in the content of Appendix A, B and C.

Any item herein could be brought back into scope through the change management process.

### 1.103 ENVIRONMENT

In addition to the requirements stated in contract 071B0200162, the vendor shall conform to SUITE and adopt said processes and templates in performance of the project. SUITE is a methodology that includes standards, forms and templates for project management and systems engineering:

<http://www.michigan.gov/suite>

#### Agency Specific Technical Environment (as of July 2011)

The solution must be able to be hosted on the hardware defined below

#### Hardware Listing

- o Web Servers: 2 - Dell PowerEdge 1950 with 2 Intel Xeon 3.0GHz Processors; 2 GB memory; 2 x 36GB Hard drives; RAID 1; Load balanced via content switch; Windows 2003 SVR STD SP2, IIS6
- o Database Servers: Multiple HP ProLiant DL580 G5 with 4 (Intel Xeon 2.4 GHz) Quad-Core; 16 GB memory; 2 X 146 GB Hard drives; RAID 1; Clustered; Windows 2008 SVR EE 64-Bit
- o Application Server: HP ProLiant DL380 G5 with 2 (Intel Xeon 2.3 GHz) Dual-Core; 4 GB memory; 2 X 36 GB Hard drives; RAID 1; Windows 2003 SVR EE, IIS6
- o Web Services Server: Application Server: HP ProLiant DL380 G5 with 2 (Intel Xeon 2.33 GHz) Dual-Core; 4 GB memory; 2 X 73 GB Hard drives; RAID 1; Windows 2003 SVR STD SP2, IIS6
- o Mail Server: SMPP Server

#### Desktop Workstations Software Listing

- o Dell Pentium with Windows XP
- o ASP.Net using 4.0 framework
- o Visual Studio 2010
- o JavaScript
- o HTML
- o XML

|                                             |                                           |
|---------------------------------------------|-------------------------------------------|
|                                             | o MS Office Professional Plus 2010        |
|                                             | o Microsoft Project                       |
|                                             | o Visio                                   |
| <b>Database</b>                             | o MS SQL Server 2008                      |
| <b>Source Control, &amp; Code Promotion</b> | o Microsoft Team Foundation Server 2010   |
| <b>Network</b>                              | o MS Active Directory                     |
| <b>Browser</b>                              | o Internet Explorer 8, Firefox, Safari    |
| <b>Reporting tools</b>                      | o SQL Reporting Services 2008             |
| <b>Interfaces</b>                           | o State of Michigan's eMichigan Standards |

Note: The Web Servers may be replaced prior to this project being implemented into production. The physical servers would be replaced with virtual server(s), of equivalent or greater processing speed, hard drives, and memory. The most current version of Microsoft Windows Server Operating System and IIS would be used.

## **1.104 WORK AND DELIVERABLE**

### **I. Services and Deliverables To Be Provided -**

The Contractor will provide the staff and tools to provide the deliverables and services to implement a modified COTS solution including configuration, customization and interfaces with other systems.

### **D. Initiation and Planning**

The Contractor will perform Initiation and Planning activities including but not limited to the following:

6. Conduct of a project kick-off/orientation meeting
7. Creation of the Project Plan including its associated sub-plans
8. Creation of a detailed Work Breakdown Structure (WBS) and Project Schedule (with dependencies, resource assignments and using MS Project or other pre-approved alternative)
  - a. Tasks should have no more than two week duration.
    - i. Deliverables and summary tasks, of course, take what they take to complete
    - ii. Tasks should minimize assigning multiple resources to a task to avoid confusion how much time a resource has to complete their assigned work.
  - b. A Milestone will clearly identify "go live" date
  - c. A Milestone will clearly identify the completion date of hardware installed and ready to support testing on a similar/same system as will be used in production
9. Inclusion in the schedule including
  - a. Dates when deliverables are submitted to State for review and
  - b. Dates when deliverable approval is expected
10. See sections 1.300 and 1.400 for additional details.

### **Deliverables**

- Project Plan (and its associated sub-plans, each in its own document)
  - o Change Management Plan
  - o Communications Plan
  - o Quality Plan
  - o Procurement Plan
  - o Resource Plan
  - o Risk Management Plan
  - o Security Assessment and Plan
  - o Initial Test Plan
  - o Initial Implementation Plan
- Work Breakdown Structure
  - o Project Schedule

### **Acceptance Criteria**

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

### **E. Business Requirements**

The Contractor will perform Requirements activities including but not limited to the following:

5. Verification, not identification, of requirements (found in Appendix A and B).

6. Verification of use cases and associated work flows. These were provided with the original request for bid from the SOM.
  - a. MDE-MDCS Use Cases V3.0 Final.Doc
  - b. MDE-MDCS Due Process To Be v3.0 Final.pdf
  - c. MDE-MDCS State Complaints To Be v3.0 Final.pdf
  - d. MDE-MDCS Mediation To Be v3.0 Final.pdf
7. Verification of the aforementioned documents should occur in a relatively short elapsed period (we believe no more than 4 weeks) unless Contractor can justify the additional time (and associated impact to schedule and cost).
8. Update, as/if required, Requirements Specification, Requirements Traceability Matrix, Business Workflows and Use Cases.
  - a. Should the documents not be modified, that is, no changes are required, then the Contractor would submit a document stating their acceptance from previous efforts "as is"
  - b. If the documents are modified even with clarifications, the Contractor will resubmit to MDE and MDTMB approval.
    - i. If possible, to facilitate review, the Contractor will clearly identify changes from the initial version.
  - c. If modifications are made that are considered additional work, any impact to schedule or cost must also be documented and submitted for approval through the change management process.
    - i. No further work (design, etc) on these proposed changes may occur until written approval is received.
    - ii. However, the Contractor may proceed with work (design, etc) for requirements accepted "as is."
    - iii. And the Contractor may proceed with work (design, etc) for "clarifications that did not adjust scope" and ergo have no schedule or cost impact once the modified documents are approved.

#### **Deliverable(s)**

- Updated Documentation, as required or "As Is" Acceptance
  - Updated Requirements Specification
  - Updated Requirements Traceability Matrix
  - Updated Business Work Flow document
  - Updated Use Cases

#### **Acceptance Criteria**

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

#### **F. Hardware**

The Contractor will perform Hardware activities including but not limited to the following:

2. Identification of all hardware to support an effective operation of modified COTS solution and includes:
  - a. LAN hardware
  - b. Server(s) – such as application, web, database, reporting, web services
  - c. Printer(s)
  - d. Peripheral(s)
  - e. Storage hardware
  - f. Etc.

#### **Deliverable(s)**

Updates to any list(s) provided in the response to this document before commencement of the Application Development phase

#### **Acceptance Criteria**

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

#### **D. Software**

The Contractor will perform Software activities including but not limited to the following:

9. The Contractor will provide Commercial-Off-the-Shelf (COTS) products that can be configured and customized to meet the requirements contained in Appendices A and B.
10. Identification of all software components of the baseline COTS solution
  - a. List of modules in recommended solution. This list must be fully consistent with the list of modules included in the Cost Proposal.

11. Verification that the COTS solutions will use Windows standards for common functions including, but not limited to, navigation, printing, etc.
12. Identification of the infrastructure requirements for the software proposed. For example, the database, and operating systems (including versions) required for maximum effectiveness of the software.
13. Description of the proposed architecture, technology standards, and programming environment.
14. Identification of abilities (or limitations) as to reporting capability including HTML, Excel, Text, PDF, etc.
15. Identification of any/all ancillary software required to support the operational use of COTS. All software/tools must be current version or still supported by the Vendor.

#### **Deliverable(s)**

Updates to any list(s) provided in the response to this document before commencement of the Application Development phase

#### **Acceptance Criteria**

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

### **E. Application Design**

The Contractor will perform Application Design activities including but not limited to the following:

5. The Contractor will provide from the existing COTS solution
  - a. List and layout of existing screens/pages
  - b. List and layout of existing reports
6. The Contractor approach to creation of a technical design document and approval of the following:
  - a. Modification or creation of modules to handle requirements
  - b. Mock up of new or modified screens/pages
  - c. Mock up of new or modified reports
7. The Contractor approach to providing interfaces (as identified below) on a real time basis
8. The Contractor updating the Requirements Traceability Document (RTM). The RTM provides evidence that all requirements from the Requirements Phase – 1.104 (1) (B) – are included. This will cover the completion of the column marked "Design Specifications", where the Contractor is expected to provide a reference to the approved Design document(s). The Design document will not be considered complete until the updated version of the Requirements Traceability Matrix is approved.

The Contractor must provide appropriate system interfaces/integration to the following applications:

- Name of Application: EEM (Educational Entity Master)
  - Definition: The EEM is the State of Michigan's database of school directory information for public and registered non-public educational entities. It is the single source repository for all official identification numbers and contact information for the educational systems in Michigan. It is the foundation for linking all CEPI data applications and Michigan Department of Education data collections. These data collections rely on the status (open-active, closed) and the coding for each of several entity types denoted in the EEM. The data maintained in the EEM are used for mandated data submissions to the state and federal government and are critical to fulfilling the requirements of the Elementary and Secondary Education Act (ESEA) and Michigan's school accreditation
  - Application Owner: Center for Educational Performance and Information (CEPI), State of Michigan  
URL: [www.michigan.gov/eem](http://www.michigan.gov/eem)
  - Source: The source data is in Microsoft SQL Server 2008. The EEM contains approximately 7300 entities with approximately 80 data characteristics. Entities are uniquely identified by an Entity ID. Each entity has an entity type and one to many relationships with other entity types.
  - Data systems required to consume source EEM data have the following options:
    7. Web Services
      - a. EEM.SystemInterface.EntitySearch.asmx is the webservice for the external systems to access the EEM Entity types, Relationships, Entity Searches, and Entity Characteristics.
        - i. A profile token is required to access
        - ii. Multiple searches are available; or custom search can be created
        - iii. Results are returned as an XML string
        - iv. EEM uses SOAP as transmission protocol.
    8. Access to SQL views of the EEM database tables
      - a. For systems not hosted at the State of Michigan, this requires approval for a Virtual Private Network (VPN) connection.
    9. Database extracts upon request
    10. Downloadable Data sets
      - a. Excel format.

- b. Data Set URL: <https://cepi.state.mi.us/eem/PublicDatasets.aspx>
  - 11. Search Functions: Quick, Detailed, Historical, and Geographical.
    - a. All search Results can be exported to Excel, PDF, XML, and CSV formats.
    - b. Entity Search values can be filtered by characteristics and exported into XML format
  - 12. Reports
    - a. Reports are available in PDF, HTML, or Excel
      - i. Not all reports are available in Excel
- Requirement: The new MDSC system must have a provision to import entity data.
- Sizing: Approximately 900 entities are utilized from the EEM.
- Name of application: Michigan Education Information System (MEIS)
  - Definition: MEIS is a authentication system for internet applications for the Michigan Department of Education (MDE) and the Center for Educational Performance and Information (CEPI). The main objective of the MEIS authentication system is to identify the person as a credible account holder. MEIS does not provide authorization; that authority is granted in each individual application, as each application has unique criteria for the authorized roles in the system.
  - Application Owner: Center for Education Performance and Information (CEPI), State of Michigan
  - URL: [www.michigan.gov/meispublic](http://www.michigan.gov/meispublic)
  - The proposed application must interface with MEIS and use the credentials from the MEIS authentication object to grant the appropriate access.

The Contractor requirements for the specific data elements and characteristics will be dependent based on the proposed solution

#### **Deliverable(s)**

List and layouts of existing reports and screens/pages

Updated technical design document including modules, pages and reports modified or created

Updated Data Dictionary

Updated Requirements Traceability Matrix

#### **Acceptance Criteria**

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

### **F. Application Development**

The Contractor will perform Application Development activities including but not limited to the following:

5. Development of additions or modifications to the COTS solution
6. Creation of all interfaces to pull data in a "once a day, after hour batch process"
7. Update of the Requirements Traceability Document (RTM). This provides evidence that all requirements are accounted for in the development. This will cover the completion of the column marked "Program Module." The development effort will not be considered complete until the updated version of the Requirements Traceability Matrix is approved

#### **Deliverable(s)**

- Modified COTS software including interfaces
- Updated, as required, documentation of modules/pages and reports
- Updated, as required, Data Dictionary
- Updated Requirements Traceability Document

#### **Acceptance Criteria**

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

### **G. Testing**

The Contractor will handle during Testing including but not limited to the following:

12. Creation of the Test Plan and schedule.
13. Creation of test cases that verify the functionality but also the capacity/performance to handle the expected load including peak demand.
14. Conduct of a "testing kick-off meeting" with appropriate SOM (MDE and DTMB) staff in order to orient SOM staff on the test methodology and schedule.
15. Creation of a test environment separate from production and training.
  - a. Includes a complete data set to support the various test types.

- b. Test data will be “real data” (whenever possible), some of which is of a sensitive nature and therefore accessible under the same authorization rules as exists in production.
  - c. Verification that the separate test environment is ready prior to the SOM Subject Matter Experts beginning their User Acceptance Testing. Ready includes:
    - i. System loaded and “ready and able” to be used
    - ii. User testers have access and able to access the system
      - 1. Authentication and authorization will be in place to ensure protection of data
    - iii. Reloading system to test including UAT after defects corrected
    - iv. Reloading test data as requested
16. Provision of a tool to log and report defects from all the various tests including UAT. Said tool will be easily accessible to the State to post defects, review activity and run reports.
17. Execution of testing:
- a. Unit Tests
  - b. Integration Test
    - i. This involves validating that all of the functions works in unison as the modules are developed.
  - c. Functional Test
    - i. This occurs in conjunction with integration testing.
    - ii. This ensures that the new system is handling data correctly, receiving inputs from users and files, performing data error checks and input validation, passing data between modules correctly, storing and retrieving data correctly, printing reports, and presenting the proper error messages to the user.
  - d. Performance and Stress Test
    - i. This occurs after integration and functional testing is complete and involves testing application procedures and functions with the increasing data and user load to ensure that the response time is within contract and user standards.
    - ii. Performance testing involves the responsiveness of the system, in an environment equivalent to production.
      - 1. Production like environment at the SOM is provided in the QA environment
      - 2. The State will provide Vantage. The MDTMB will execute this test.
    - iii. Stress testing involves measuring how the application will perform, in an environment equivalent to production, in response to increasing demand by simulating the following: (1) increasing the number of users, (2) increasing the complexity of the tasks which the users are performing, and (3) increasing the number of tasks the users perform. The final load test needs to demonstrate the ability to handle expected peak demand.
      - 1. Production like environment at the SOM is provided in the QA environment
      - 2. Will utilize Visual Studio 2010.
    - iv. Performance and Stress Test results will be documented no less than weekly and any concerns identified with corresponding recommendations to correct or improve.
    - v. The Contractor shall perform this test prior to submitting code to the SOM for the User Acceptance Test.
  - e. System Test
    - i. This involves validating that all of the functions work in unison.
    - ii. Stress testing involves measuring how the application will perform, in an environment equivalent to production
      - 1. Production like environment at the SOM is provided in the QA environment
    - iii. The Contractor shall perform this test prior to submitting code to the SOM for the User Acceptance Test.
  - f. All errors from the testing (listed above), unless specifically agreed to in writing by the DTMB Project Manager, will be corrected before the system is turned over to the State for User Acceptance Testing.
    - i. Errors are not considered as closed until verified at the same level of testing as occurred. Therefore, for example, an error during performance test must be verified in performance test as corrected prior to closure.
    - ii. Should a defect prevent continuation of testing by more than 1 business day, the State is not held responsible for schedule and associated costs of the delay
18. During system test, performance test, stress test and UAT, the Contractor will monitor, track/report and if necessary identify issues to address:
- a. System performance
  - b. Computer resource usage
19. Though the State will perform User Acceptance Testing, the Contractor will provide business and technical personnel to monitor progress, investigate and answer questions that may arise and assist users in documentation of defects during User Acceptance Testing

- a. All errors, unless specifically agreed to in writing by the DTMB Project Manager, will be corrected by the Contractor before completion of User Acceptance Testing
    - i. Should a defect prevent continuation of testing by more than 1 business day, the State is not held responsible for schedule and associated costs of the delay
20. Creation of a test results report which records the test events, the dates of the events, the test results and the analysis of the results (defects and resolution).
21. Update of the Requirements Traceability Document (RTM). This provides evidence that all requirements are accounted for in the testing to validate they perform as expected. This will cover the completion of the column marked "Test Case", where the Contractor is expected to provide a reference to approved Test Cases. The Test Case document(s) will not be considered complete until the updated version of the Requirements Traceability Matrix is approved.

**Deliverable(s) for Testing:**

- Updated Test Plan
- Test Cases/Scripts
- Implementation of defect tracking tool
- Completion of tests as defined above
- Correction of defects (unless so excluded in writing by DTMB Project Manager)
- Test Result Report (after completion Performance/Stress Test, System Test and UAT)
- Creation of Test Environment including data
- Test Environment Verification
- Updated Requirement Traceability Matrix

**H. Implementation**

The Contractor will perform Implementation activities including but not limited to the following:

5. Implementation of a test system, training system, QA system and production system for the State-hosted system
  - a. Verification the system, at each level, is ready to be used
6. A warranty period of 90 days. The system is not considered under "maintenance and support" until passage of the predefined time and closure of issues as identified by users or through Contractor conducted monitoring of the system
  - a. Direct troubleshooting, as/if necessary, to define root cause of problems, recommend solutions and secure correction
  - b. Provide weekly report on system performance including identification of problems/concerns as well as recommendations to address said issues
7. The Contractor will:
  - a. Update the Implementation Plan
  - b. Create of an installation guide
  - c. Create of a checklist of installation activities (that can be used repeatedly as/if required)
  - d. Provide support to DTMB in regards to all product related installations.
  - e. Validate that the system is installed and ready for use
    - Will validate the installation guide and checklist and modify as/if required
  - f. Monitor system performance
    - Usage
    - Identification of spikes
    - Identification of long running processes
    - Resolve issues as defined through users or monitoring of system performance

**Deliverable(s) for Implementation:**

- Updated Implementation Plan
- Installation Guide including Checklist
- Implemented system
- Management Reports including
  - o Weekly Performance Log through the warranty support period
- Completion of the warranty period
- Resolution of issues during the warranty period from users and through monitoring of system performance

**Acceptance Criteria**

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

## I. Training

The Contractor will perform Training activities including but not limited to the following:

9. This set of activities results providing the knowledge for users are able to perform their intended responsibilities with MDSC.
10. Training also provides knowledge so any support functions performed by DTMB (as define to include, but not limited to, Sections J and K below) can perform their responsibilities.
11. The Training Plan should be completed and approved no later than the start of the construction effort and training sessions must completed before MDSC goes into production.
12. Training material must be in a state supported tool that permits modification (such as Word, Power Point, etc).
  - a. An initial session will “test” the effectiveness of the material through user feedback and
  - b. The training material will be adjusted as necessary
  - c. Training material (including anything on-line) can’t illustrate real data. Names, identification numbers, etc. must reflect fictitious information to protect confidentiality of individuals.
13. Training will occur in a training system, separate from production and separate from testing.
14. Training will include:
  - a. For MDSC staff
    - i. Preferably class training
      1. An individual (as listed below) may perform more than one role or same role across one or all approach.

| Role                                                                                                                                                      | Candidates            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| State Complaints: <ul style="list-style-type: none"><li>• Coordinator</li><li>• Supervisor</li><li>• Secretary</li><li>• Case Manager</li></ul>           | 1<br>1<br>3<br>5      |
| Due Process: <ul style="list-style-type: none"><li>• Coordinator</li><li>• Supervisor</li><li>• Secretary</li><li>• ALJ</li><li>• Case Managers</li></ul> | 1<br>1<br>3<br>5<br>5 |
| Mediation <ul style="list-style-type: none"><li>• Coordinator (MSEMP/MDE)</li><li>• Director/Supervisor</li><li>• Case Managers</li></ul>                 | 2<br>2<br>5           |
| Administrators                                                                                                                                            | 4                     |

- b. For Field Personnel
  - i. Preferably train the trainer for the two audiences listed below.

| Role                                  | Candidates |
|---------------------------------------|------------|
| • Mediation Intake Specialist (25-30) | 2          |
| • Mediators (varies)                  | 2          |

- c. For DTMB personnel
  - i. The Contractor will provide knowledge to permit DTMB to support all activities listed below in Section K (Operations Services) and L (Maintenance and Support)
  - ii. It is anticipated no more than 5 individuals will be recipients of said training and they are located in the Lansing area
  - iii. If Section 1.104 (I) (M) is determined to be unnecessary since all transition occurs prior to implementation, then the Contractor will provide a Transfer Evaluation Report to identify any challenges and provide recommended actions to address no later than 30 days prior to implementation to maximize the ability/readiness of SOM staff to take primary operational control at implementation.
    1. Progress against said report will be reported weekly.

15. Additional “indirect” training support for users will be provided through on-line help.

- a. On line training will exist for the MDSC staff
- b. On line training will be available and useable during User Acceptance Test
  - i. The Contractor will secure written feedback during UAT and modify as required
- c. Include “how to do...” for normal workflow of each role

- d. Include ability to reflect common questions and answers (and again organized by role)
  - i. Said "Q&A" should exist in a format that MDE staff can add, change or delete content as old problems go away or new problems are identified.
    - 1. Features hardest to understand
    - 2. Features generating the most calls
- e. The on-line material will be printable.

#### **Deliverable(s)**

Training Plan

Training System (an environment separate from production and testing)

Training Materials suitable for each audience/role and per the Training Plan

- o This includes teacher and recipient materials (slides, handouts, exercises, etc)
- o This includes on-line how to and Q&A facilities

Execution of training so users able to perform their job responsibilities

- o Initial training prior to implementation

#### **Acceptance Criteria**

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

### **J. Documentation**

The Contractor will perform Documentation activities including but not limited to the following:

12. All documentation, training manuals, and training plans provided as deliverables become the property of the SOM
13. The documentation of components, features, and use of the hardware/software shall be detailed such that resolution of most problems can be determined from the documentation, and most questions can be answered.
14. All system, operational, user, training, change, and issue documentation must be available in electronic and hard copy format, published to an intranet website, accessible to State users, updated regularly, with unique numerical identifiers for each section and be consistent with the most current version of the application(s) and three (3) previous versions.
  - a. Contractor will provide 2 CD copies and 1 hard copy of any updated document.
15. All material must be in a state supported tool (such as Word, PowerPoint, etc.) that permits modification as/if required and creation of unlimited copies.
16. Documentation can't illustrate real data. Names, identification numbers, etc. must reflect fictitious information to protect confidentiality of individuals.
17. An outline or table of contents should be approved before development or modification of the documents.
18. The Contractor must notify the State of any discrepancies or errors outlined in the system, operations, and user documentation.
19. Final but not yet approved versions of all material must exist before commencement of System Test and Training, unless specified as needed earlier in the project.
20. Final, approved version of all material must exist before commencement of Implementation, unless specified as needed earlier in the project.
21. At a minimum, documentation includes the following items not described elsewhere:
  - a. Procedure Manual will define policies and practices in regards to the COTS
  - b. User Manual will define "how to" use the system functions
  - c. The Delivery Reference Manual will, among other things, provide details of the system build and the source code. The document will include the description of all modules within the application, source code listing, versioning standards used, libraries/directories, database objects, and code dependencies. This document is intended to help the technical staff that will, upon completion of this project, provide ongoing maintenance, support and enhancement.
  - d. Data Model will present the data structure
  - e. Data Dictionary will, at a minimum, define for each element its meaning, relationship to other data, origin, use and format.
  - f. System Administrator Manual describes, among other things, how to handle security (authorization), job scheduling, system monitoring, archiving (e.g. backup and recover), etc.
  - g. DBA Manual describe how to install, create and maintain the database
  - h. Operations Manual describe how to perform IT support actions required on a daily or predefined regular basis, operations done only as needed (e.g. upgrades or to expand size due to increase usage), special operations (e.g. shut-down, recovery, etc) and troubleshooting

#### **Deliverable(s)**

On Line Help Screens, both "how to" and common "Q&A"

Procedures Manual  
User Manual  
Developers Reference Manual  
Logical and Physical Data Model  
Data (Element) Dictionary  
System Administration Manual  
Database Administration Manual  
Operations Manual  
Installation Guide  
Test cases/scripts

#### **Acceptance Criteria**

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

#### **K. Operation Services**

The Contractor will perform Operations Services activities including but not limited to the following:

6. Systems Management
7. Security Administration Services
8. Comprehensive list of hardware and software required to install, operate and support said application
9. Process to provide software to the State and support provided to assist in installation in the various (QA, Production, Test, Training) environments

#### **Deliverable(s)**

- List of all hardware required
  - o Includes any ancillary software required based on hosting solution
- List of software components
  - o Includes any ancillary software required based on hosting solution
- Delivery of all software to SOM Office Automation (OA) Team
- Support to OA in the installation
  - o Training including documentation on installation and support (as defined above in Section 1.104(1) (I))
  - o Modification, as/if necessary to installation guide/checklist based upon the lessons learned from the actual installation

#### **Acceptance Criteria**

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

#### **L. Maintenance and Support**

The maintenance period will commence upon completion of the warranty period. Maintenance and support does not include enhancements (that are covered below in Section 1.104 (I) (N)).

The Contractor will perform Software Maintenance and Support activities to MDSC (the modified COTS solution) that will include but are not limited to:

##### **11. Performance maintenance**

- a. Performance maintenance includes the following services:
  - i. Improve the performance, maintainability, or other attributes of an application system.
  - ii. Data table restructuring.
  - iii. Data purges and or archiving to reduce/improve data storage.
  - iv. Run time improvements.
  - v. Replace utilities to reduce run time.
  - vi. Potential problem correction.
  - vii. Data set expansions to avoid space problems.
- b. Performance maintenance changes will be performed in a monthly patch release or, for major changes requiring significantly more time to develop, test, and implement, the changes should be completed as part of a development release or quarterly release.
  - i. Said activity needs to be scheduled to minimize impact to users recognizing they have access 7x24.
  - ii. Said activity must be communicated (broadcast message or other acceptable alternative) so users are aware prior to the outage
- c. Activities that typically can be completed independent of a production release (e.g., data set expansions, data purges) may be completed on a more frequent basis (e.g., daily or weekly).

## 12. System Maintenance

- a. Refers to regular and routine work performed by the Contractor on the MDSC and any ancillary systems or interfaces run by the Contractor under this contract.
- b. Includes any work required to correct defects in the system operation as required to meet requirements. This includes:
  - i. Any routine file maintenance to update any information required for operation of the system such as data changes, constructing new edits, investigating batch job failures, investigating and correcting application defaults, repairing jobs run incorrectly, repairing problems due to system software failures, repairing problems due to operator or schedule error, rectifying problems due to web page, program, object, class, scripts, control language, or database errors, repairing security problems, repairing and restoring corrupted files, table structures, and databases, rectifying incorrect documentation, and repairing problems due to jobs run with incorrect data.

## 13. Adaptive and Preventive Maintenance

- a. Adaptive and preventive maintenance addresses upgrades to the system due to technical changes to system components to keep the system maintainable, including the following services:
  - i. Upgrades or patches of the application server, Windows components, java virtual machine, operating system, RDMBS, or other system and application software.
  - ii. Software modifications and upgrades necessary because of expiring vendor support.
  - iii. Hardware, database, or application conversions that do not modify user functionality
  - iv. One-time loads or reformats of user data
  - v. Report distribution changes.
  - vi. Disaster recovery plan activities.
- b. The changes should be transparent to the user.
- c. Adaptive release changes will be performed in a monthly patch release.
- d. For major upgrades requiring a more significant amount of time to develop, test, and implement, the changes should be completed as part of a development release or a quarterly release.

## 14. Updated Documentation

## 15. Management Reporting

## 16. A process for escalation to ensure timely resolution of critical problems

## 17. A single point of contact (SPOC) to receive notification of problem.

## 18. Provision of annual renewable contract

## 19. Support to a State Hosted Solution

- a. Provide support to troubleshoot problems if so requested by the State technical resources within 30 minutes of request between the hours of 8 a.m. to 5 p.m. Eastern Time during normal business days or if after hours, within 30 minutes of start of the next business day
- b. Provide system enhancements/upgrades via remote access during non-business hours to avoid disruption of users unless an exemption is granted, in writing, by the State
- c. Provide adaptive and preventative maintenance via remote access during non-business hours to avoid disruption of users unless an exemption is granted, in writing, by the State
- d. Provide updated documentation per Section 1.104 (1) (J) prior to changes being pushed to production

## Deliverable(s)

- Management Reports
  - o Include uptime and explanation of any interruptions
  - o Include performance against SLA (see Appendix C)
  - o Listing of items completed during the reporting period
  - o Listing of items planned during the upcoming reporting period
- Defect tracking tool
  - o With State access to see activity and perform, as desired, reporting
- Updates (including replacements) to hardware, as/if required
- Updates to software, as/if required
- Updates to documentation, including training material, as/if required

## Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

## M. Knowledge Transfer/Transition

Since this is a state hosted solution, the State believes that all transition to the DTMB for Operations Service (Section K, above) would occur before the application is implemented. However, if the Contractor believes otherwise, they will complete the section below.

The Contractor will perform Knowledge Transfer/Transition activities including but not limited to the following:

9. Knowledge transfer deals with State personnel securing knowledge about the system
  - a. Operational knowledge (including administration and security)
  - b. Maintenance/support knowledge
10. The Knowledge Transfer Plan will include, but is not limited to:
  - a. The Knowledge Transfer Plan must be completed including approval at least 90 days prior to the scheduled implementation/go live date of the MDSC application
  - b. The Knowledge Transfer Plan will describe the approach, tasks/steps, staffing levels, and roles and responsibilities of the State and Contractor to ensure State resources secure sufficient knowledge to serve as primary support for operations from the go live date
  - c. The Plan will also include a checklist of items to transfer to ensure each item is tracked to completion.
  - d. The Plan will also include a detailed project schedule developed and tracked throughout this activity
  - e. Provide additional support during the warranty period to ensure continuity of operations without interruptions and enhance knowledge of the State personnel
11. No later than 20 business days prior to completion of the Knowledge Transfer, the Contractor will issue a Transfer Evaluation Report defining any concerns or deficiencies during this Knowledge Transfer with recommendations to resolve the problems.
  - a. The Contractor will provide updates during subsequent status reports and status meetings.
12. No later than 20 business days before completion of the warranty period, the Contractor will issue a Transfer Evaluation Report defining any concerns or deficiencies during this Knowledge Transfer with recommendations to resolve the problems.
13. Transfer Evaluation Report will include:
  - a. Task level schedule status
  - b. Training provided by each recipient
  - c. Training remaining by each recipient
  - d. Risks and Issues with actions, owners and target dates
14. Transition will include providing updated documentation as defined in 1.104 (I) (J) as well as training material as defined in 1.104 (1) (I) to reflect the current, "as is" system and support procedures.
  - a. The Knowledge Transfer Plan and its associated project schedule will provide time for review by SOM personnel and Contractor written response to questions that may arise from said review.
15. This section does not mention update of software and update of documentation because said activities occur as/when they change and no extra effort should be required to prepare these documents.

#### **Deliverable(s)**

- (Baseline) Knowledge Transfer Plan including Project Schedule
- Updated Knowledge Transfer Plan including Project Schedule (if brought in house)
- Execution off the Knowledge Transfer Plan
- Transfer Evaluation Report
- Final Transfer Evaluation Report

#### **Acceptance Criteria**

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

#### **N. Other Services (Agency to add any additional services to be required)**

The Contractor will perform Reserve Bank activities for future enhancements including but not limited to the following:

The State intends to establish funding for up to **2,000 hours** over the initial term of the contract for related development; that is, additional modifications to the MDSC application as implemented at the State. Actual funding for enhancements will occur on a yearly basis, and there is no guarantee as to the level of funding, if any, available to the project. They State may request additional hours if the option years are exercised.

The State will submit a Statement of Work (SOW) to the Contractor for the additional training and enhancements requested and the Contractor will provide a written price proposal. Upon review and approval

by the DTMB Project Manager, a Purchase Order release will be issued to the Contractor for the project to begin.

Said activities if/when applied will leverage the rate table provided in Table E-6.

#### **Deliverable(s)**

- Pricing Proposal and Project Schedule
- Updated system to reflect changes pursuant to the Statement of Work
- Updated documentation as defined in Section 1.401(J)
- Updated training material as defined in Section 1.401(I)
- Training, as if required in the SOW
- Implementation of the revised system

#### **Acceptance Criteria**

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

## **II. Requirements**

### **A. General and Technical System Requirements**

The General and Technical System Requirements will identify what the solution or product must run on or integrate with, including any standards that must be met, security requirements, service levels and interfaces. The General and Technical System Requirements will also identify the general framework in which the system or product must work, such as: capacity requirements (number of users, concurrent users, number of transactions to be handled, peak usage), documentation, audit and backup and recovery.

### **B. Functional Requirements**

The Functional Requirements identify what the product or system must do to enable performance of work tasks and any applicable service levels.

## **1.200 Roles and Responsibilities**

### **1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES**

#### **A. Contractor Staff**

The Contractor provided resumes in the attached Personnel Resume templates (Appendix D) for staff, including subcontractors, who will be assigned to the Contract, indicating the duties/responsibilities and qualifications of such personnel, and stating the amount of time each will be assigned to the project. The competence of the personnel the Contractor proposes for this project will be measured by the candidate's experience with particular reference to relevant experience on similar projects as described in this Statement of Work. The Contractor will commit that staff identified in its proposal will actually perform the assigned work.

The resumes, whether key personnel or not, indicate to the State the quality and type of experience that you believe is necessary to perform said work. References are required for key person(s) and may be checked. As such, the resumes and reference checks assist the State in evaluation of each Bidder's ability to deliver the solution you propose. For other, non-key personnel, the Contractor will identify the necessary skill(s) and experience level to perform the assigned role and indicate how the specific individual meets or exceeds the requirement.

Contractor must provide a list of all subcontractors, including firm name, address, contact person, and a complete description of the work to be contracted. Include descriptive information concerning subcontractor's organization and abilities.

The Contractor will identify a Single Point of Contact (SPOC). The duties of the SPOC shall include, but not be limited to:

- Supporting the management of the Contract,
- Facilitating dispute resolution, and
- Advising the State of performance under the terms and conditions of the Contract.

The Contractor's SPOC is Craig Keller

The State reserves the right to require a change in the current SPOC if the assigned SPOC is not, in the opinion of the State, adequately serving the needs of the State.

The Contractor must submit a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the contractor/subcontractor on this project contingent on award of the bid. If the identified personnel are currently assigned to a State project the contractor must provide a letter signed by the State Project Manager releasing the individual from the project upon execution of the contract.

The Contractor will provide, and update when changed, an organizational chart indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for the work. This chart will indicate all roles and individuals indicated by the resumes.

The Contractor will provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work. All Key Personnel may be subject to the State's interview and approval process. Any key staff substitution must have the prior approval of the State. The State has identified the following three (3) roles as key personnel for this project:

- Project Manager
- Lead Analyst
- Training Specialist

CaseLoad has identified in their response the following persons to perform these roles:

- Project Manager – Jason Cull
- Lead Analyst/Architect – Darryl Evans
- Training Specialist - The training specialist is not included. Training for the various areas of end User, Administration, Reports, Mail Merge, and Workflow will be handled by subject matter experts from the CaseLoad team.

**The Contractor will provide a Project Manager** to interact with the designated personnel from the State to insure a smooth execution of this project. The Contractor's Project Manager will coordinate all of the activities of the Contractor personnel assigned to the project and create all reports required by State. The Contractor's Project Manager Responsibilities include, at a minimum:

- Manage all defined Contractor responsibilities in this Scope of Services.
- Manage Contractor's subcontractors, if any
- Develop the project plan and schedule, and update as needed
- Serve as the point person for all project issues
- Coordinate and oversee the day-to-day project activities of the project team
- Assess and report project feedback and status
- Escalate project issues, project risks, and other concerns
- Ensure creation of all deliverables. Review all project deliverables and provide feedback
- Proactively propose/suggest options and alternatives for consideration
- Utilize change control procedures, if any
- Prepare project documents and materials
- Manage and report on the project's budget
- Comply with SUITE requirements

The Contractor will provide a **Lead Analyst/Architect** with responsibilities that include, at a minimum:

- Identification of gaps between requirements and COTS solution
- Design of modifications/enhancements
- Ensure test cases not only the base system but also reflect all modifications

The Contractor will provide a **Training Specialist** with responsibilities that include, at a minimum:

- Development of a training plan
- Development of training material including scripted webinars
- Execution of training

## **B. On Site Work Requirements**

### **1. Location of Work**

The work is to be performed, completed, and managed at the following locations:

- a. The Contractor will work out of their office.
- b. The State will provide workspace (work space, telephone, and access to a printer, copier, and fax machine) for the Contractor when on site at SOM offices for specific predefined activities and not

for the duration of the project. Said space is most likely at the 608 W. Allegan Street, Hannah Building, Lansing, Michigan where both MDE and MDTMB supporting MDE are located.

**2. Hours of Operation:**

- a. Normal State working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday. Work will be performed as necessary after those hours to meet project deadlines. No overtime will be authorized or paid.
- b. The State is not obligated to provide State management of assigned work or access to state personnel assigned to this project outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project.
- c. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.

**3. Additional Security and Background Check Requirements:**

Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project.

In addition, proposed Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, if required by project.

Contractor will pay for all costs associated with ensuring their staff meets all requirements.

**1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES**

The State project team will consist of Executive Subject Matter Experts (ESME's), Subject Matter Experts, a MDTMB Project Manager and an Agency Project Manager:

**Executive Subject Matter Experts**

The Subject Matter Experts representing the business units involved will provide the vision for the business design and how the application shall provide for that vision. They shall be available on an as needed basis. The Executive SME's will be empowered to:

- Resolve project issues in a timely manner
- Review project plan, status, and issues
- Resolve deviations from project plan
- Provide acceptance sign-off
- Utilize change control procedures
- Ensure timely availability of State resources
- Make key implementation decisions, as identified by the Contractor's project manager, within 48-hours of their expected decision date.

| Name            | Agency/Division | Title              |
|-----------------|-----------------|--------------------|
| Cheryl Diamond  | MDE             | Supervisor         |
| Harvalee Saunto | MDE             | Coordinator        |
| Stella Song     | MDTMB           | Analyst/Programmer |

**State Project Manager- (MDTMB and Agency)**

MDTMB will provide a Project Manager who will be responsible for the State's infrastructure and coordinate with the Contractor in determining the system configuration.

The State's Project Manager will provide the following services:

- Provide State facilities, as needed
- Coordinate the State resources necessary for the project
- Facilitate coordination between various external contractors
- Facilitate communication between different State departments/divisions
- Provide acceptance and sign-off of deliverable/milestone
- Review and sign-off of timesheets and invoices
- Resolve project issues
- Escalate outstanding/high priority issues
- Utilize change control procedures
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Document and archive all important project decisions

- Arrange, schedule and facilitate State staff attendance at all project meetings.

| Name            | Agency/Division | Title           |
|-----------------|-----------------|-----------------|
| Bill Kerr       | MDTMB           | Project Manager |
| Harvalee Saunto | Agency          | Project Manager |

MDTMB shall provide a Contract Administrator whose duties shall include, but not be limited to, supporting the management of the Contract.

| Name      | Agency/Division | Title                  |
|-----------|-----------------|------------------------|
| Joe Kelly | MDTMB           | Contract Administrator |

### 1.203 OTHER ROLES AND RESPONSIBILITIES

The State will engaged other individuals from MDE or MDTMB as/if required. This will be coordinated by the SOM Project Managers listed above.

### 1.300 Project Plan

#### 1.301 PROJECT PLAN MANAGEMENT

##### **Preliminary Project Plan**

The Contractor will provide a Preliminary Project Plan with the proposal for evaluation purposes. The preliminary plan, included in the Contractor's response will not be a sample from another engagement but a "first pass" of the plans that would be recommended for use on this effort. This includes but is not limited to:

5. The Preliminary Project Plan will include:
  - a. Statement of project objectives
  - b. Statement of project approach, that is, how the contractor will apply their understanding and their experience while following the components in Section 1.104 and complying with SUITE to providing a modified COTS solution
  - c. Roles and responsibility matrix for both Contractor and State personnel
  - d. Organization chart
6. The Preliminary Project Plan will include a MS Project Schedule that includes:
  - a. All tasks as defined in Section 1.104
  - b. All deliverables as defined in Section 1.104
    - i. Target start and end dates for the deliverables.
  - c. Dependencies that illustrate the relationship of various tasks and deliverables
  - d. Identification of roles likely to participate in the tasks and deliverables
  - e. Internal milestones including, for example:
    - i. When hardware must be available
    - ii. When various environments must be ready
    - iii. When we go live
  - f. Preliminary task durations (based upon their reading of this document and their own experience in performing similar efforts.
7. The Preliminary Project Plan shall include the following deliverable/milestones for which payment shall be made.
  - a. Payment to the Contractor will be made upon the completion and acceptance of the deliverable or milestone, not to exceed contractual costs of the phase. A milestone is defined as complete when all of the deliverables within the milestone have been completed.
    - i. Failure to provide deliverable/milestone by the identified date may be subject to liquidated damages as identified in Article 2.
8. The Project Plan, both preliminary and final, shall include, as defined in SUITE, the following sections:
  - a. Communications Plan
  - b. Quality Management Plan
  - c. Change Management Plan
  - d. Risk Management Plan
  - e. Resource/Staffing Plan
  - f. Procurement Plan
  - g. Security Assessment and Plan
  - h. Initial Test Plan
  - i. Initial Implementation Plan

### **Orientation Meeting**

Upon 15 calendar days from execution of the Contract, the Contractor will be required to attend an orientation meeting to discuss the content and procedures of the Contract. The meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

### **Performance Review Meetings**

The State will require the Contractor to attend, at a minimum, biweekly meetings to review the Contractor's performance under the Contract. The meetings will leverage the Project Status Report (defined below) and will be held in Lansing, Michigan, or by teleconference, as mutually agreed by the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

### **Project Control**

1. The Contractor will carry out this project under the direction and control of MDTMB, in compliance with SUITE, and the Michigan Department of Education (MDE).
2. Within **(20)** business days of the execution of the Contract, the Contractor will submit to the State project manager(s) for final approval of the project plan. This project plan must be in agreement with Article 1, Section 1.104 Work and Deliverables, and must include the following:  
The Contractor's project organizational structure.  
The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal.
  - Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
  - Any positions to be allocated to a subcontractor or individuals identified that are not employees of the contractor must be so identified including the name of their firm.The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each.  
The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the WBS.
3. The Contractor will manage the project in accordance with the State Unified Information Technology Environment (SUITE) methodology, which includes standards for project management, systems engineering, and associated forms and templates which is available at <http://www.michigan.gov/suite>
  - a. Contractor will use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract. The tool shall have the capability to produce:
    - Staffing tables with names of personnel assigned to Contract tasks.
    - Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each.
      - Detailed plans for active phases but no less than next 90 calendar days (For example, if the design phase is "active" the detail plan is required for that entire phase. However, if this phase completes in less than 90 days, other phases that should become active within this window would also be included so at least 90 days of detailed activity is shown)
      - Said plan is updated no less than biweekly
    - Updates must include actual time spent on each task and any revision of the estimate to complete.
    - Graphs showing critical events, dependencies and decision points during the course of the Contract.
  - b. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards.

## **1.302 REPORTS**

A Weekly Project Status Report will be required from the Contractor from the start of the project until the completion of the project or mutually agreed by the MDTMB project manager and the Contractor.

Reporting formats must be submitted to the State's Project Manager for approval within **(10)** business days after the execution of the contract. The Contractor shall use as its base the Project Status Report SUITE template. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract. Report components will include:

Executive Summary of activity during the report period

Accomplishments during the reporting period

- Accomplishments indicate specific work started or completed and not work in process

Deliverable status

Schedule status

Change Control

Maintenance Activity (if any)

Planned accomplishments during the coming report period

- Planned Accomplishments indicate specific work started or completed and not work in process

Action Item status

Issues

- The Log may be attached rather than material copied into the actual PSR
- Detail on the Issue Log is provided in 1.401 (below)

Risks

- The Log may be attached rather than material copied into the actual PSR
- Detail on the Risk Log is provided in 1.402 (below)

The Contractor shall include, within the Executive Summary of the Project Status Report, a statement that the project is on schedule or, if not, reasons for discrepancies and a tracking date.

During testing, information will be included or attached to the PSR to indicate a summary of defects:

- Open at the beginning of the reporting period,
- New defects reported during the reporting period,
- Defects closed during the reporting period,
- Defects in process as (being worked on) of the end of the period,
- Defects not yet worked on as of the end of the period and
- Open defects as of the end of the period.

Said report may be broken down further by severity level if defects are so categorized. A detailed report or access to any tool used to track said defects will be available to the State upon request.

During system and user testing, information will be included to indicate:

- Number of test cases that passed on first try
- Percentage of test cases that passed on first try against all test cases completed

An updated Project Schedule reflecting activity to date as well as updates to the estimate to complete will also be provided by the Contractor with the Project Status Report. The schedule will identify tasks that are over estimate and/or behind schedule with associated actions to address the situation.

## **1.400 Project Management**

### **1.401 ISSUE MANAGEMENT**

An issue is an identified event that if not addressed may affect schedule, scope, quality, or budget.

The Contractor shall maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the State's Project Manager as part of the Project Status Report or as otherwise agreed to. The issue log must be updated and must contain the following minimum elements:

- Description of issue
- Issue identification date
- Responsibility for resolving issue (a single owner).
- Priority for issue resolution (to be mutually agreed upon by the State and the Contractor)
- Resources assigned responsibility for resolution
- Updates (indicating date and progress made towards resolution of the issue)
- Resolution date
- Resolution description

Issues will be retained for the life of the project. However, upon resolution of an issue and communication thereof, the issue may be moved to an archive issue log for retention.

Issues shall be escalated for resolution from level 1 through level 3, as defined below:

Level 1 – Business leads  
Level 2 – Project Managers  
Level 3 – Executive Subject Matter Experts (SME's)

#### **1.402 RISK MANAGEMENT**

A risk is a circumstance or event that may be “reasonably presumed” to occur and, if it occurs, may have a positive or negative impact on the project.

The Contractor is responsible for establishing a risk management plan and process, including the identification and recording of risk items, prioritization of risks, definition of mitigation strategies, and monitoring of risk items. Risk assessment reviews with the State will occur at the start of each phase and no less than monthly. The documentation of the risks and associated information (defined above) will be in the Risk Log and updated to reflect each review.

A risk management plan format shall be submitted to the State for approval within twenty (20) business days after the effective date of the contract. The risk management plan will be developed during the initial planning phase of the project, and be in accordance with the State's PMM methodology. Once both parties have agreed to the format of the plan, it shall become the standard to follow for the duration of the contract.

The Contractor shall provide the tool to track risks subject to the approval of the MDTMB Project Manager. The Contractor will work with the State and allow input into the prioritization of risks.

The Contractor is responsible for identification of risks for each phase of the project and for updating said risk assessment no less than monthly. Mitigating and/or eliminating assigned risks will be the responsibility of the Contractor. The State will assume the same responsibility for risks assigned to them.

#### **1.403 CHANGE MANAGEMENT**

Change management is defined as the process to communicate, assess, monitor, and control all changes to system resources and processes. The State also employs change management in its administration of the Contract.

If a proposed contract change is approved by the Agency, the Contract Administrator will submit a request for change to the Department of Technology, Management and Budget, Purchasing Operations Buyer, who will make recommendations to the Director of Purchasing Operations regarding ultimate approval/disapproval of change request. If the MDTMB Purchasing Operations Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the Purchasing Operations Buyer will issue an addendum to the Contract, via a Contract Change Notice. **If a Contractor provides products or services prior to the issuance of a Contract Change Notice by the MDTMB Purchasing Operations, there is a risk of non-payment for the out-of-scope/pricing products and/or services.**

The Contractor must employ change management procedures to handle such things as “out-of-scope” requests or changing business needs of the State while the migration is underway.

The Contractor will employ the change control methodologies to justify changes in the processing environment, and to ensure those changes will not adversely affect performance or availability.

#### **1.500 Acceptance**

##### **1.501 CRITERIA**

Deliverables that are documents must:

- Be in electronic format, compatible with State of Michigan software in accordance with Article 1.302.
  - o Provide a heading indicating system (e.g. MDSC) and document name (e.g. User Manual) on each page
  - o Provide page number and “of pages” on each page.
  - o Provide an “as of” date.
  - o Indicate final and not draft status
- If required by SUITE will leverage the SUITE template or leverage a template that serves the same purpose and contains similar information but if and only if with prior approval of the MDTMB Project Manager.

- Reflect correction of feedback provided by the State regarding but not limited to level of detail and clarifications.
- Reflect correction of issues identified by State personnel during the review of said documents unless waived in writing by the MDTMB Project Manager
- Not illustrate “real” data. Names, identification codes, etc. must be fictitious to ensure confidentiality of sensitive information.

Deliverables that represent modifications to the COTS solution must:

- Include updated documentation of the modules, pages, reports, etc.
- Indicate in the requirements traceability matrix (RTM) that all requirements were addressed through the System Development Life Cycle including design, development, and testing
- Reflect successful installation in no less than the test, training, UAT, QA and Production environments
- And operates in said environment including security (authentication and authorization)

Deliverables that represent testing must:

- Indicate all test cases have been successfully executed in system test, performance test, stress/load test, and User Acceptance Test
- And all defects, unless waived in writing by the State, are corrected

Deliverables that represent training must:

- Indicate all persons so identified to receive training, have in fact completed the training
- Reflect that all training material, per feedback from those trained and the State (MDTMB and MDE) Project Managers, has been updated

Deliverables that represent the warranty period must:

- Indicate passage of the timeframe
- Resolution of all issues raised during the period, unless waived in writing by the State MDTMB Project Manager

The approval process is defined in more detail in the terms and conditions, specifically sections 2.253, 2.254 and 2.255.

## **1.502 FINAL ACCEPTANCE**

The following requirements for final acceptance apply:

- That all deliverables defined in Article 1 and per the acceptance criteria defined in section 1.501 have been completed and written approval provided
- That all contractual requirements have been met including but not limited to:
  - o Placement of source code in escrow as/if applicable

## **1.600 Compensation and Payment**

### **1.601 COMPENSATION AND PAYMENT**

#### **Method of Payment**

The project, from inception through and including warranty, will be paid based on a firm, fixed-priced and will be deliverables based. **The Cost Table attached (Appendix E) must be used as the format for submitting pricing information.** The Contractor shall adhere to the deliverables identified in the Cost Table. Modification to the Cost Table in Appendix E will not be acceptable.

The Contractor agrees the costs provided in Appendix E represent the total charge to the State, and that there are no other charges required to ensure successful Contract execution.

#### **Travel**

The State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc. This includes travel costs related to training provided to the State by Contractor. Travel time will not be reimbursed.

#### **Out-of-Pocket Expenses**

Contractor out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for such an expense at the State's current travel reimbursement rates.

If Contractor reduces its prices for any of the software or services during the term of this Contract, the State shall have the immediate benefit of such lower prices for new purchases. Contractor shall send notice to the State's MDTMB Contract Administrator with the reduced prices within fifteen (15) Business Days [or other appropriate time period] of the reduction taking effect. – OR – Contractor shall send updated prices to the State *[quarterly/semi-annually]*.

### **Statements of Work and Issuance of Purchase Orders**

Unless otherwise agreed by the parties, each Statement of Work will include:

1. Background
2. Project Objective
3. Scope of Work
4. Deliverables
5. Acceptance Criteria
6. Project Control and Reports
7. Specific Department Standards
8. Payment Schedule
9. Travel and Expenses
10. Project Contacts
11. Agency Responsibilities and Assumptions
12. Location of Where the Work is to be performed
13. Expected Contractor Work Hours and Conditions

The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract. Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.

### **Invoicing**

Contractor will submit properly itemized invoices to "Bill To" Address on Purchase Order. Invoices must provide and itemize, as applicable:

- Contract number;
- Purchase Order number
- Contractor name, address, phone number, and Federal Tax Identification Number;
- Description of any commodities/hardware, including quantity ordered;
- Date(s) of delivery and/or date(s) of installation and set up;
- Price for each item, or Contractor's list price for each item and applicable discounts;
- Maintenance charges;
- Net invoice price for each item;
- Shipping costs;
- Other applicable charges;
- Total invoice price; and
- Payment terms, including any available prompt payment discount.

The State may pay maintenance and support charges on a monthly basis, in arrears. Payment of maintenance service/support of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

Incorrect or incomplete invoices will be returned to Contractor for correction and reissue.

## **Appendix A – General and Technical Requirements**

This Appendix contains non-functional requirements including expectations of the Contractor to support a Contractor hosted environment. The requirements identify what the solution or product must run on or integrate with, including any standards that must be met, security requirements, and interfaces. Technical requirements will also identify the general framework in which the system or product must work, such as: capacity requirements (number of users, concurrent users, number of transactions to be handled, peak usage), documentation, audit and backup and recovery.

The Contractor must indicate whether they acknowledge compliance with the following requirements. Compliance means the Contractor will fully provide all aspects of the requirement and that they will be incorporated into the new MDSC system.

- Each requirement and enhancement must be acknowledged individually.
- The column “Priority” indicates if the requirement is mandatory (1), prefer to have as improves process (2) or optional (3).
- The column “Yes or No” indicates whether the contractor agrees (Y=Yes) or not (N=No) to be compliant with the following listed requirements and enhancements.
- The column (I, M or A) must be completed. This indication is expected whether the feature is mandatory or optional.
  - o I = Indicates the requirement is included (I) in the existing package
  - o M = Indicates the requirement exists in part but likely requires modification (M) to the existing package.
  - o A = Indicates the requirement does not exist and will be added (A) to the existing package.
- The comments column allows the contractor to provide any additional comments that will assist the State in evaluating the contractor’s capability to provide the requested services in compliance with identified requirements.
- Comments are welcome even when the Contractor expects to be fully compliant with the requirement.

| #                           | Detailed Requirement Description                                                                                                                                                                                                                                                                                                               | Priority | Yes or No | I, M or A | Comments                                                                                                                                                                                                                                                                                                  |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>General Requirements</b> |                                                                                                                                                                                                                                                                                                                                                |          |           |           |                                                                                                                                                                                                                                                                                                           |
| 136.                        | The system must have role based security at the field level due to the system containing sensitive data. The system must allow the system administration function to add roles and associate actors to those roles that allows access to the functional areas of the system, including Due Process Complaints, State Complaints and Mediation. | 1        | Y         | I         | The system has role-based security at the “row level” which means that only actors belonging to a role can see specific cases, documents, scheduled events, and notations. This will allow certain actors to see due process complaint cases, but not be aware of any state complaint or mediation cases. |
| 137.                        | The system must allow actors to securely route documents within the system.                                                                                                                                                                                                                                                                    | 1        | Y         | I         | The system can assign and restrict document access based on role(s)                                                                                                                                                                                                                                       |
| 138.                        | The system must allow actors to route work to other actors within the system.                                                                                                                                                                                                                                                                  | 1        | Y         | I         | The system allows the assignment of work items to resources.                                                                                                                                                                                                                                              |
| 139.                        | The system must allow actors to search case files and items that are attached to the case file by indexes with keyword search criteria.                                                                                                                                                                                                        | 1        | Y         | I         | This functionality is included with the Full Text module.                                                                                                                                                                                                                                                 |
| 140.                        | The system must enforce the entry of valid data in mandatory fields before additional functionality or processes can be performed.                                                                                                                                                                                                             | 1        | Y         | I         | The system enforces the entry of valid data using multiple types of validation.                                                                                                                                                                                                                           |

| #    | Detailed Requirement Description                                                                                                                                                                                                                                                                                                                                                                                                              | Priority | Yes or No | I, M or A | Comments                                                                                                                                                                                                                                                                                                                |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 141. | <p>The system must have online help for each use case or functional sections of the system (there are approximately 32 use cases). The online help will include but is not limited to:</p> <ul style="list-style-type: none"> <li>• enter State and Due Process Complaints</li> <li>• enter State Complaint Corrective Actions</li> <li>• enter a State Complaint Extension</li> <li>• enter a State Complaint Proof of Compliance</li> </ul> | 2        | N         | I         | The online help is context sensitive and therefore explains what data entry fields are used for.                                                                                                                                                                                                                        |
| 142. | The system must allow actors to generate pre-defined reports upon request, such as Annual Performance Reports (APR) that meet the federal reporting guidelines.                                                                                                                                                                                                                                                                               | 1        | Y         | I         | The system interfaces with Microsoft SQL Server Reporting Services, and provides access to reports directly through the application.                                                                                                                                                                                    |
| 143. | The system architecture must be designed to allow actors to run reporting tools against information in the database to generate customized one time reports.                                                                                                                                                                                                                                                                                  | 1        | Y         | I         | The system architecture is transparent to the reporting tools. Data Models are provided as a surface to retrieve data from. Microsoft's SQL Server Reporting Services allows for the definition of ad-hoc reports using SQL syntax or a visual designer. The ad-hoc reports can then be saved or discarded as required. |
| 144. | The system must use role based security, compliant with Department of Technology Management and Budget (DTMB) identity management standards.                                                                                                                                                                                                                                                                                                  | 1        | Y         | I         | As per the standards provided in the answers to our questions: No application data is persisted on a client machine. The only use of cookies is for control state management (i.e.: expanded, or collapsed).                                                                                                            |
| 145. | The business functional areas are Due Process Complaints, State Complaints and Mediation. Support shall be provided during regular business hours of 8am-5pm Mon-Fri.                                                                                                                                                                                                                                                                         | 1        | Y         | I         | Support will be available between the hours of 8:00am and 5:00pm Monday to Friday.                                                                                                                                                                                                                                      |
| 146. | The system must comply with Department of Technology, Management and Budget (DTMB) Agency Web standards.                                                                                                                                                                                                                                                                                                                                      | 1        | Y         | I         | All of the standards outlined in the DTMB's Agency Web Standards document are followed with the exception of Michigan branding. As this is a COTS solution, Michigan branding will not be implemented.                                                                                                                  |
| 147. | The system must comply with DTMB enterprise security standards.                                                                                                                                                                                                                                                                                                                                                                               | 1        | Y         | I         | The solution complies with the DTMB's Enterprise Security standards. Security for the application is multi-tiered and multi-faceted. With Windows Authentication being the first level of security, the second level of security is named user based, and the third level is role based.                                |
| 148. | For all notifications the actor will compose the email text                                                                                                                                                                                                                                                                                                                                                                                   | 1        | Y         | I         | The system can be configured to send notifications in a number of pre-defined                                                                                                                                                                                                                                           |

| #    | Detailed Requirement Description                                                                                                                                                                                                                                                                                         | Priority | Yes or No | I, M or A | Comments                                                                                                                                                                                                                                                                                                                                                 |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | and/or select from a list of MS Word templates and the system will interface with MS Outlook for the sending of the email. If a MS Word template is used, it will be attached as a PDF to the email. The system will also need to allow the actor to print MS Word letters that can be sent to Complainants via US Mail. |          |           |           | formats including but not limited to MS Word 2003, MS Word 2007/2010, Portable Document Format (PDF), plain text, and HTML.<br><br>The system does not require that a user have Microsoft Outlook installed, and instead interfaces with a SMTP server.<br><br>If a notification needs to be printed rather than emailed, that option is also available. |
| 149. | For all reports/letters the actor will select from a list of templates which are MS-Word format and have the ability to add or modify text. These templates will have sections that are System Administrator maintained and locked from actor modifications.                                                             | 1        | Y         | I         | This functionality is already available.                                                                                                                                                                                                                                                                                                                 |
| 150. | System needs to allow web based secure access by actors within and external to the State of Michigan Network. Actors are both internal to state network and public actors through the Internet.                                                                                                                          | 1        | Y         | I         | The system can easily be configured to run using secure sockets when accessed both internally and externally.                                                                                                                                                                                                                                            |
| 151. | System must allow the System Administrator role to update business rules through configuration changes and not require modification to program coding.                                                                                                                                                                   | 1        | Y         | I         | Configuration and maintenance of business rules is performed through the system's administration user interface.                                                                                                                                                                                                                                         |
| 152. | The system must support record retention for State Complaint Cases for up to 3 years and Due Process Cases for up to 5 years. The system must have the ability to inactivate and reactivate each case.                                                                                                                   | 1        | Y         | I         | This is a standard functionality of our exhibit module Exhibit Tracking Module. Pricing will be reflected in the software section.                                                                                                                                                                                                                       |
| 153. | The system must allow the sending of notifications to Recipients at the end of the record retention period.                                                                                                                                                                                                              | 1        | Y         | I         | This is a standard functionality of our exhibit module Exhibit Tracking Module. Pricing will be reflected in the software section.                                                                                                                                                                                                                       |
| 154. | The system must have the ability to capture these multiple entities: <ul style="list-style-type: none"> <li>• resident district</li> <li>• resident ISD</li> <li>• operating ISD</li> <li>• operating District student is attending if different than resident District</li> </ul>                                       | 1        | Y         | M         | See customization # 5<br>Add new student and school properties.                                                                                                                                                                                                                                                                                          |
| 155. | The system must have a field to store the student UIC. The field is optional. (can be null)                                                                                                                                                                                                                              | 2        | Y         | I         | This is the person code field which is optional.                                                                                                                                                                                                                                                                                                         |
| 156. | The system must check for state complaints, due process,                                                                                                                                                                                                                                                                 | 1        | Y         | I         | Included in the case intake wizard.                                                                                                                                                                                                                                                                                                                      |

| #    | Detailed Requirement Description                                                                                                                                                                                              | Priority | Yes or No | I, M or A | Comments                                                                                                                                                                                                                                                                                                                                                                                           |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | and mediation duplicate cases based on Complainant, Student, District(s) and display cases that may be duplicates or similar to the actor for validation/verification.                                                        |          |           |           |                                                                                                                                                                                                                                                                                                                                                                                                    |
| 157. | The actor must be able to create the new case if they determine it is not a duplicate.                                                                                                                                        | 1        | Y         | I         | This functionality is already available.                                                                                                                                                                                                                                                                                                                                                           |
| 158. | The system must search for duplicate cases based on Complainant, student, and Districts.                                                                                                                                      | 1        | Y         | I         | This functionality is already available.                                                                                                                                                                                                                                                                                                                                                           |
| 159. | The system must search for previous related cases based on Complainant, student, and Districts. The system will display any cases found.                                                                                      | 1        | Y         | I         | This functionality is already available.                                                                                                                                                                                                                                                                                                                                                           |
| 160. | The system must capture/create all data elements in a Microsoft Word template to interface with the SOAHR system.                                                                                                             | 1        | Y         | I         | Templates can be populated with fields from the database. The resulting documents can be sent to SOAHR. We will determine the optimal transmission method for the SOAHR interface.                                                                                                                                                                                                                 |
| 161. | The system must extract any or all data elements in an .xml format for data exchange between Mediation Due Process and Complaints System (MDCS) and the SOAHR system.                                                         | 2        | Y         | M         | The solution uses a standardized Web Service interface to provide external data to the application. This functionality will require custom extensions to read information from MDCS and SOAHR. See Customization #24<br>Interfaces to push and pull data in real-time from the State Educational Entity Master (EEM), Mediation Due Process and Complaints System and SOAHR for use in myCaseLoad. |
| 162. | The system must be able to import or export data from the SOAHR system. Data is to include but is not limited to: <ul style="list-style-type: none"> <li>hearing date</li> <li>hearing time</li> <li>hearing place</li> </ul> | 1        | Y         | M         | An interface can be created to be triggered when SOAHR schedules an event (e.g. prehearing, hearing, etc.) and to send information to the MDCS. See Customization #6<br>Interfaces to push and pull data in real-time from the State Educational Entity Master (EEM), Mediation Due Process and Complaints System and SOAHR for use in myCaseLoad.                                                 |
| 163. | The system must pull entity information from the State Educational Entity Master (EEM). This must be a real time pull when data is needed. The system must prevent duplicate storage of data already maintained in EEM.       | 1        | Y         | M         | The solution uses a standardized Web Service interface to provide external data to the application. This functionality will require a custom extension to read information from EEM. See Customization #6<br>Interfaces to push and pull data in real-time from the State Educational Entity Master (EEM), Mediation Due Process and Complaints System and SOAHR for use in myCaseLoad.            |

## Appendix B – Functional Requirements

Functional requirements identify the requirements of the new MDSC. However, the Contractor will need to review all Appendices and Attachments to understand the complete requirements of the new MDSC.

The Contractor must indicate whether they acknowledge compliance with the following requirements. Compliance means the Contractor will fully provide all aspects of the requirement and that they will be incorporated into the new MDSC.

- Each requirement and enhancement must be acknowledged individually.
- The column “Priority” indicates if the requirement is mandatory (1), prefer to have as improves process (2) or optional (3).
  - o In the pricing proposal, the Contractor will indicate the specific cost of providing priority 1 and 2 features that are not already included in the base COTS solution. As such, optional features may or may not be included in the final, negotiated solution.
- The column “Yes or No” indicates whether the contractor agrees (Y=Yes) or not (N=No) to be compliant with the following listed requirements and enhancements.
- The column (I, M or A) must be completed. This indication is expected whether the feature is mandatory or optional.
  - o I = Indicates the requirement is included (I) in the existing package
  - o M = Indicates the requirement exists in part but likely requires modification (M) to the existing package.
  - o A = Indicates the requirement does not exist and will be added (A) to the existing package.
- The comments column allows the contractor to provide any additional comments that will assist the State in evaluating the contractor’s capability to provide the requested services in compliance with identified requirements.
- Comments are welcome even when the Contractor expects to be fully compliant with the requirement.

| #.   | Detailed Requirement Description                                                                                                                                                                                                                  | Priority | Yes or No | I, M or A | Comments                                                                                                                               |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|----------------------------------------------------------------------------------------------------------------------------------------|
|      | <b>Due Process Complaints</b>                                                                                                                                                                                                                     |          |           |           |                                                                                                                                        |
| 164. | The system must support the entry and processing of Due Process complaints.<br>Note: A due process complaint/request for hearing can be filed related to a limited number of issues, which are outlined in 300.507(a)(1) of the IDEA regulations. | 1        | Y         | M         | See customization #5<br>Add new student and school properties.                                                                         |
| 165. | The system must have a web form for the Due Process Complaints. The form is to be available to any public user.<br>Note: MDE accepts complaints received manually, by fax or by email that are hand keyed into the system.                        | 1        | Y         | M         | This is standard configuration of our e-filing module. Services will be required to implement this functionality.<br>See customization |
| 166. | The system must have the ability to save and process up Due Process Complaints. Note: On average 150 per year                                                                                                                                     | 1        | Y         | I         | This not a problem for myCaseLoad                                                                                                      |
| 167. | The system must have the ability to assign the Due Process Complaint to the Administrative Law Judge.                                                                                                                                             | 1        | Y         | I         | This is standard functionality                                                                                                         |
| 168. | The system must have the ability to notify the Administrative Law Judge that they have been                                                                                                                                                       | 1        | Y         | M         | See customization #3<br>Email the Administrative Law Judge, MDE Case Manager, and ISD Case                                             |

| #.   | Detailed Requirement Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Priority | Yes or No | I, M or A | Comments                                                                                                                                                     |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | assigned the Complaint.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |           |           | Investigator, as appropriate, when they are assigned to a case.                                                                                              |
| 169. | The system must display to the Due Process Complaints Coordinator upon request, the Due Process Complaint Requirements to determine if a complaint has met the requirements. Note: R340.1724(f)                                                                                                                                                                                                                                                                                                                                                                                      | 2        | Y         | M         | See customization #4<br>Checklist for user to determine whether a complaint has met the requirements or whether the contents of a final report are complete. |
| 170. | Due Process Complaint Requirements include: <ul style="list-style-type: none"> <li>• Student name,</li> <li>• District(s) the complaint is against,</li> <li>• Parent/Guardian information</li> <li>• Statement of delivery</li> </ul> Note: Statement of delivery – is a memo field with information when and how complaint is provided to other party.                                                                                                                                                                                                                             | 2        | Y         | I         | Standard functionality                                                                                                                                       |
| 171. | The system must allow the SOAHR Secretary to enter a Complaint Case filed date and completed date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 1        | Y         | I         |                                                                                                                                                              |
| 172. | The system must have configurable pre-defined time period requirements for Administrative Law Judges (ALJs) to determine if a complaint is sufficient. The current regulations stipulate the ALJ has 5 business days to make this determination. Note: A due process complaint/request for hearing can be filed related to a limited number of issues, which are outlined in 300.507(d) of the IDEA regulations.                                                                                                                                                                     | 1        | Y         | I         | This is standard functionality but must be configured during the implementation.                                                                             |
| 173. | The system must use the Complaint start filed date and completed date to determine if the regulated time period is exceeded and send an email notification to the Due Process Complaints Coordinator and SOAHR Secretary before the time period is exceeded.<br><br>Note: A due process hearing must be completed within the timeline established in the IDEA regulations. <ul style="list-style-type: none"> <li>• 300.515(a) non-expedited 45 school days</li> <li>• 300.532(c)(2) expedited 20 school days</li> </ul> The regulated time periods will be maintained by the System | 1        | Y         | I         | This is standard functionality but must be configured during the implementation.                                                                             |

| #.   | Detailed Requirement Description                                                                                                                                                                                                                                                                                           | Priority | Yes or No | I, M or A | Comments                                                                                            |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|-----------------------------------------------------------------------------------------------------|
|      | Administrator.                                                                                                                                                                                                                                                                                                             |          |           |           |                                                                                                     |
| 174. | The System must display examples of corrective actions to the Administrative Law Judge upon request and allow the actor to select one or more to associate with the Case File. Note: The corrective action examples will be maintained by the System Administrator.                                                        | 2        | Y         | A         | See customization #7<br>Provide ALJ with examples of corrective actions to associate with the case. |
| 175. | The system must have configurable time periods in which the resolution session conferences must take place. The current regulated time periods are: <ul style="list-style-type: none"> <li>15 days for expedited</li> <li>30 days for non expedited</li> </ul> Note: 300.510(a)(b) 300.532(c)(3) 15 days IDEA regulations. | 1        | Y         | I         | This is standard functionality but must be configured during the implementation.                    |
| 176. | The system must use the due process complaint filed date and completed date to report if the complaint is processed within the regulated time period. Note: <ul style="list-style-type: none"> <li>300.515(a) non-expedited 45 school days</li> </ul> 300.532(c)(2) expedited 20 school days                               | 1        | Y         | I         | A report can be automatically generated and sent to any recipient                                   |
| 177. | The system must calculate the calendar days between the filing date and the request hearing date and send email notifications to the Due Process Complaints Coordinator if it is more than 45 calendar days for non expedited cases.                                                                                       | 1        | Y         | I         | This is Delinquency notice that is a standard feature of MCL                                        |
| 178. | The system must notify the Complaints Coordinator of Complaint Case status changes within the due process complaint processes. Note: Status changes – object to sufficiency, amended complaint, parties enter mediation, extension.                                                                                        | 1        | Y         | I         | This is Standard functionality of MCL                                                               |
| 179. | The system must allow the SOAHR Secretary to enter a Complaint Case extension with the extension date and a reason for the extension. Note: Reasons for extension will be maintained by the System Administrator.                                                                                                          | 1        | Y         | M         | See customization #8<br>Enter a case extension with reason.                                         |
| 180. | The system must have a configurable pre-defined time period for hearings to take place. The current regulations stipulate the hearings must take place within: <ul style="list-style-type: none"> <li>20 school days for expedited cases</li> </ul>                                                                        | 1        | Y         | I         | This is standard functionality but must be configured during the implementation.                    |

| #.   | Detailed Requirement Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Priority | Yes or No | I, M or A | Comments                                                                                                                                                                                                                                                                 |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | <ul style="list-style-type: none"> <li>45 schools days after the conclusion of the resolution session.</li> </ul> <p>Note: Time periods for hearing conferences will be maintained by the System Administrator.</p>                                                                                                                                                                                                                                                                               |          |           |           |                                                                                                                                                                                                                                                                          |
| 181. | The system must allow actors to create and generate letters from a standard template.                                                                                                                                                                                                                                                                                                                                                                                                             | 1        | Y         | I         | This standard functionality of MCL                                                                                                                                                                                                                                       |
| 182. | <p>The system generated letters are to include, but not be limited to, these four letters:</p> <ul style="list-style-type: none"> <li>check list letter</li> <li>order scheduling oral argument</li> <li>notice of hearing</li> <li>order granting rehearing.</li> </ul>                                                                                                                                                                                                                          | 1        | Y         | I         | This standard functionality of MCL Services will be required to implement this functionality.                                                                                                                                                                            |
| 183. | The system must save letters and associate them to the electronic case file. The system should also store the actor ID of the author of the letter and the date/time the letter was created.                                                                                                                                                                                                                                                                                                      | 1        | Y         | I/M       | <p>The document can be saved and time stamped, if you need the author to auto-fill then a modification is required. The author can be added manually without modification.</p> <p>See customization #10</p> <p>Automatically store the author of a generated letter.</p> |
| 184. | The system must allow actors to attach digitally scanned "Proof of Compliance" documents to the electronic case file and allow the actor to enter key fields such as date proof of compliance was received, which corrective action it is for, date compliance was met, and the District submitting the proof of compliance. Note: The system does not need to support scanning                                                                                                                   | 1        | Y         | M         | <p>See customization #11</p> <p>Allow corrective actions to be related to documents (e.g. Proof of Compliance). This item is dependent upon item #7 (Ref B.39)</p>                                                                                                       |
| 185. | The system must allow entry of multiple Due Process Complaint sufficiency challenges and the results to those challenges. Note: System Administrator will maintain list of predefined challenges and results.                                                                                                                                                                                                                                                                                     | 1        | Y         | I         | This is a standard feature of MCL                                                                                                                                                                                                                                        |
| 186. | <p>The system must use email notification to the Due Process Complaints Coordinator when objection to the sufficiency timelines are not met. Districts have a specified amount of time from the date of the complaint to file an objection.</p> <ul style="list-style-type: none"> <li>15 days for non expedited cases</li> </ul> <p>Note: A due process complaint/request for hearing can be filed related to a limited number of issues, which are outlined in 300.507(d)(1)(2) of the IDEA</p> | 2        | Y         | I         | Delinquency notice sent to coordinator when timeframe is exceeded. This is a standard feature of MCL                                                                                                                                                                     |

| #.   | Detailed Requirement Description                                                                                                                                                                                                                                                                                                                | Priority | Yes or No | I, M or A | Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | regulations.                                                                                                                                                                                                                                                                                                                                    |          |           |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 187. | The system must allow the ALJ to search and reference their findings based on keyword search criteria.                                                                                                                                                                                                                                          | 2        | Y         | I/M       | An Administrator configurable list of issue type can be maintained so a user can flag each case with one or more searchable categories.<br>Another option is to perform keyword searches on the contents of the documents using the myCaseLoad Full Text Search Module.<br>A second alternative is to provide the user with a limitless number of unconstrained text phrases with which to tag a document. Subsequently, the user could search for any document with those keywords.<br>See customization #12<br>Provide ability for end-user to tag any document with an unlimited number of keywords or phrases. Subsequently, the user can perform a search based upon these keywords. |
| 188. | The system must support standard pre-defined reports. Reports generated by the system will include, but are not limited to: <ul style="list-style-type: none"> <li>APR - Annual Performance Reports</li> <li>number of expedited and non – expedited cases open</li> </ul>                                                                      | 1        | Y         | I         | The ability to create the type of reports listed is supported.<br>Detailed information on specific reports to be included is necessary to provide a quotation for services.<br>Included in the pricing is training for MDCS staff on creation of reports. If MDCS would prefer CaseLoad create these reports we will need to scope out details of the and price accordingly                                                                                                                                                                                                                                                                                                               |
| 189. | The system must allow authorized actors to document in the system: <ul style="list-style-type: none"> <li>pre hearing activities</li> <li>settlement notifications</li> <li>hearing dates</li> <li>motion dates</li> <li>pre-trial activities</li> </ul> Note: Scheduling is completed externally in MS Outlook which is outside of the system. | 1        | Y         | I         | Scheduling activities will be performed within myCaseLoad.<br>The Exchange Integration Module will be used to check the availability of (state employee) resources using their individual Outlook calendars. As well, scheduled event information will be placed on the Outlook calendar of state employees.                                                                                                                                                                                                                                                                                                                                                                              |
| 190. | The system must allow actors to select Due Process Final Decision notice templates and associate documents to the electronic file.                                                                                                                                                                                                              | 2        | Y         | I         | Mail merge templates                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 191. | The system must allow the actors to add scanned digital images to the due process complaint case electronic file. Attachments will include, but are not limited to: <ul style="list-style-type: none"> <li>appeal attachments</li> </ul>                                                                                                        | 1        | Y         | I         | See customization #11<br>Allow corrective actions to be related to documents (e.g. Proof of Compliance). This item is dependent upon item #7 (Ref B.39)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 192. | The system must allow the SOAHR Secretary to select decision letter templates. The system must ensure that the date                                                                                                                                                                                                                             | 1        | Y         | M         | See customization #13<br>Enforce requirement that decision date is the same as the date mailed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

| #.   | Detailed Requirement Description                                                                                                                                                                                                                                                                                                                                          | Priority | Yes or No | I, M or A | Comments                                                                                                                                                                                                                                                                      |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | of decision entered is the same as the date they enter for date mailed.                                                                                                                                                                                                                                                                                                   |          |           |           |                                                                                                                                                                                                                                                                               |
|      | <b>State Complaints</b>                                                                                                                                                                                                                                                                                                                                                   |          |           |           |                                                                                                                                                                                                                                                                               |
| 193. | The system must support the Complaint Intake process.                                                                                                                                                                                                                                                                                                                     | 1        | Y         | I         | This is a standard functionality of MCL                                                                                                                                                                                                                                       |
| 194. | The system must allow the actor to enter Complaint form information.                                                                                                                                                                                                                                                                                                      | 1        | Y         | M         | See customization #5<br>Add new student and school properties.                                                                                                                                                                                                                |
| 195. | The system must have a web form for the State Complaints. The form is to be available to any public user.                                                                                                                                                                                                                                                                 | 1        | Y         | I         | This is standard configuration of our e-filing module. Services will be required to implement this functionality.<br>See customization # 2<br>Services required to design a due process complaint form, state complaint form, or mediation request form for electronic filing |
| 196. | The system must have the ability to save and process up to 300 or more State Complaints a year.                                                                                                                                                                                                                                                                           | 1        | Y         | I         | This is not an issue for MCL                                                                                                                                                                                                                                                  |
| 197. | The system must generate form letters prefilled with complaint information for sending to the Complainants.                                                                                                                                                                                                                                                               | 1        | Y         | I         | This standard functionality of MCL                                                                                                                                                                                                                                            |
| 198. | The system must generate a Complaint Case and assign a unique case number to that case.                                                                                                                                                                                                                                                                                   | 1        | Y         | I         | This standard functionality of MCL                                                                                                                                                                                                                                            |
| 199. | The system must allow the actor to qualify a complaint against the Special Education State rules and federal regulations. Note: State Rule 340.1851, Federal regulations Section 300.153(a)                                                                                                                                                                               | 1        | Y         | M         | See Customization #4<br>Checklist for user to determine whether a complaint has met the requirements or whether the contents of a final report are complete.                                                                                                                  |
| 200. | The system must allow the actor to create "No Jurisdiction" or "Does not meet requirements" form letters. A complaint can have multiple allegations cited and letter(s) will be needed to address each. A letter regarding "no jurisdiction may relate to one or more allegations. A letter regarding "does not meet requirements" may relate to one or more allegations. | 1        | Y         | M         | See Customization #14<br>Relate a generated letter to one or more allegations to appear in the text of the letter.                                                                                                                                                            |
| 201. | The system must support the Initiate a State Complaint process. Note: Federal Regulations 300.151 and 300.152                                                                                                                                                                                                                                                             | 1        | Y         | I         | This standard functionality of MCL                                                                                                                                                                                                                                            |
| 202. | The system must allow the State Complaint Coordinator to display Case Managers by region upon request. Note: The region is a determining factor for assignment, but the Actor must be able to assign any Case Manager to a Case.                                                                                                                                          | 2        | Y         | M         | See Customization #15<br>When manually assigning a Case Manager to a case, show their region association.                                                                                                                                                                     |

| #.   | Detailed Requirement Description                                                                                                                                                                                                                                       | Priority | Yes or No | I, M or A | Comments                                                                                                                                                                                                                                                                                                                                                                    |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 203. | The system must allow the State Complaint Coordinator to assign any Case Manager to a Case.                                                                                                                                                                            | 1        | Y         | I         | This standard functionality of MCL                                                                                                                                                                                                                                                                                                                                          |
| 204. | The system must allow the actor to generate notifications to the MDE Case Manager and ISD Case Investigator of a new Case assignment.                                                                                                                                  | 1        | Y         | M         | See Customization #3<br>Email the Administrative Law Judge, MDE Case Manager, and ISD Case Investigator, as appropriate, when they are assigned to a case.                                                                                                                                                                                                                  |
| 205. | The system must display work load by Case Manager to the State Complaint Coordinator upon request to assist in the selection of a Case Manager to assign to a Case. The list of cases per Case Manager should also display the date opened and the status of the case. | 1        | Y         | I         | The ability to create the type of reports listed is supported.<br>Detailed information on specific reports to be included is necessary to provide a quotation for services.<br>Included in the pricing is training for MDCS staff on creation of reports. If MDCS would prefer CaseLoad create these reports we will need to scope out details of the and price accordingly |
| 206. | The system must create the case and the associated electronic case file and a save the date and time the case was filed.                                                                                                                                               | 1        | Y         | I         | This standard functionality of MCL                                                                                                                                                                                                                                                                                                                                          |
| 207. | The system must use the Case filed date to calculate the 60 calendar day time period that MDE has to process the complaint and send the Final or Amended Final Report. Note: Federal regulations Section 300.152                                                       | 1        | Y         | I         | This standard functionality of MCL                                                                                                                                                                                                                                                                                                                                          |
| 208. | The system must allow the actor to select multiple notification form letter templates (MS Word format), per complaint, that are prefilled with complaint information.                                                                                                  | 1        | Y         | I         | This standard functionality of MCL                                                                                                                                                                                                                                                                                                                                          |
| 209. | The system must allow the actor to associate data elements to include faxed items, scanned items and other letters of correspondence to a Complaint Case electronic file. Note: The system does not need to support scanning.                                          | 1        | Y         | M         | See customization #11<br>Allow corrective actions to be related to documents (e.g. Proof of Compliance). This item is dependent upon item #7 (Ref B.39)                                                                                                                                                                                                                     |
| 210. | The system must allow the actor to print a Case packet of some or all the items associated to the electronic Case file. Note: the average number of items in a Case packet is 8.                                                                                       | 1        | Y         | I         | This is a standard functionality of our DOCUMENT PACKAGING Module. Pricing for this module and subscription will be included in the Customization table.                                                                                                                                                                                                                    |
| 211. | The system must allow the actor to create an e-file (in addition to printing for US Mail) of the Case packet that can be emailed to authorized interested parties, e.g. District, and Complainants.                                                                    | 1        | Y         | I         | This is a standard functionality of our DOCUMENT PACKAGING Module. Pricing for this module and subscription will be included in the Customization table.                                                                                                                                                                                                                    |
| 212. | The system must support the MDE and ISD Investigation process.                                                                                                                                                                                                         | 1        | Y         | I         | This standard functionality of MCL                                                                                                                                                                                                                                                                                                                                          |
| 213. | The system must enforce read only access of the MDE Case Manager entered information to                                                                                                                                                                                | 1        | N/A       |           | B-78 has been removed from the requirements for this project.                                                                                                                                                                                                                                                                                                               |

| #.   | Detailed Requirement Description                                                                                                                                                                                                                                                                                                                                 | Priority | Yes or No | I, M or A | Comments                                                                                                                                                  |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | the ISD Case Investigator and allow the ISD Case Investigator to enter ISD specific Case information.                                                                                                                                                                                                                                                            |          |           |           |                                                                                                                                                           |
| 214. | The system must allow notifications of Complaint Case information back and forth between the MDE and ISD Complaint Managers through email or comments associated to the Case.                                                                                                                                                                                    | 1        | Y         | I         | This standard functionality of MCL.                                                                                                                       |
| 215. | The system must maintain the author, date, time and who is allowed to view comments that are entered for Complaint Cases. Note: The actor must be able to indicate if the comment is for them to see only, or if others can see it.                                                                                                                              | 1        | Y         | I         | Role based security on each comment. If a user is not part of the role, they will not know the comment exists.                                            |
| 216. | The system must display a configurable list of Investigation items needed by Case Type/Rule that the Case Manager can select from. Note: Configurable list of Investigation items will be maintained by the System Administrator.                                                                                                                                | 1        | N/A       |           | B-78 has been removed from the requirements for this project.                                                                                             |
| 217. | The system must use the date the Case is filed to calculate the time periods, by Case Type for various Case Statuses. e.g. MDE Case Manager and ISD Case Investigator should talk within 10 days of Case being filed. Approximately 30 time periods need to be maintained. Note: Configurable status time periods will be maintained by the System Administrator | 1        | Y         | I         | Configurable workflow by case type. This standard functionality of MCL                                                                                    |
| 218. | The system must send out email notifications based on a configurable number of days before the status time periods expire. Note: Configurable time periods will be maintained by the System Administrator                                                                                                                                                        | 1        | Y         | M         | See customization #1<br>Send out reminder a configurable number of days before a task is delinquent.                                                      |
| 219. | The system must store the date and time of the three-way call between the MDE Case Manager, IDE Case Manager and the Complainant.                                                                                                                                                                                                                                | 2        | Y         | I         | Stored as a scheduled event which will also appear on Outlook calendars.                                                                                  |
| 220. | The system must support the MDE Final Report Review Process.                                                                                                                                                                                                                                                                                                     | 1        | Y         | I         | This is a standard functionality of our DOCUMENT PUBLISHING Module. Pricing for this module and subscription will be included in the Customization table. |
| 221. | The system must allow the ISD Case Investigator to send via email and attach to the electronic Case file the draft Final Report for the review of the MDE Case Manager.                                                                                                                                                                                          | 1        | Y         | I         | This is a standard functionality of our DOCUMENT PUBLISHING Module. Pricing for this module and subscription will be included in the Customization table. |

| #.   | Detailed Requirement Description                                                                                                                                                                                                                                                                                 | Priority | Yes or No | I, M or A | Comments                                                                                                                                                     |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 222. | The system must allow the MDE Case Manager to review the Final Report and compare it against a Final Report Contents checklist, by Case Type/Rule. Note: Check list will be maintained by the System Administrator                                                                                               | 2        | Y         | M         | See customization #4<br>Checklist for user to determine whether a complaint has met the requirements or whether the contents of a final report are complete. |
| 223. | The system must allow Final Report notifications and comments to be sent back and forth between the MDE Case Manager and the ISD Case Investigator.                                                                                                                                                              | 1        | Y         | I         | Case notes within myCaseLoad or email messages within Outlook.<br>This standard functionality of MCL                                                         |
| 224. | The system must allow for Final Review work flow within MDE. (Tiered Review between MDE Case Manager and MDE Case Coordinator). Note: Work flow tiers will be maintained by the System Administrator                                                                                                             | 1        | Y         | M         | See customization #18<br>Route document during drafting stage to various reviewers when the document status has been updated (e.g. Approved by Case Manager) |
| 225. | The system must support a configurable number of versions of the Final Report that are attached to the electronic Case file.                                                                                                                                                                                     | 1        | Y         | M         | See customization #17<br>Keep up to ten versions (configurable) of the Draft Final Report along with each reviewer's comments.                               |
| 226. | The system must be able to display standard conclusion wording to the MDE Case Manager upon request based on Case Type/Rule. Note: The standard conclusion wording will be maintained by the System Administrator                                                                                                | 1        | Y         | M         | See customization # 19<br>Provide Case Manager with Administrator-maintained standard conclusion wording.                                                    |
| 227. | The system must display upon request examples/templates of the Final Report Closing Statements for the MDE Case Manager to select from. Note: The example templates will be maintained by the System Administrator                                                                                               | 1        | Y         | M         | See customization # 19<br>Provide Case Manager with Administrator-maintained standard conclusion wording.                                                    |
| 228. | The system must generate the Final Report version (MS Word format) after all information has been entered and edited by the various parties. The final version will be associated with the electronic Case file.                                                                                                 | 1        | Y         | I         | This standard functionality of MCL                                                                                                                           |
| 229. | The system must allow the sending of the Final Report, via email (or printing for manual sending by US mail), to all interested parties; The actor will select the parties; Complainant, Superintendent of District, Superintendent of ISD, and the system will pre-fill the addresses on a standard Cover Page. | 1        | Y         | M         | See customization #20<br>Attach the Final Report to a cover page and send to all interested parties.                                                         |
| 230. | The system must support the Corrective Actions process.                                                                                                                                                                                                                                                          | 1        | Y         | A         | See customization #7<br>Provide ALJ with examples of                                                                                                         |

| #.   | Detailed Requirement Description                                                                                                                                                                                                                                                                                                                                                    | Priority | Yes or No | I, M or A | Comments                                                                                                                                                                                                                                                              |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      |                                                                                                                                                                                                                                                                                                                                                                                     |          |           |           | corrective actions to associate with the case.                                                                                                                                                                                                                        |
| 231. | The system must display a predefined list of Corrective Actions to the Case Manager upon request based on Case Type/ Rule and allow the actor to select one or more or enter a unique corrective action and associate it with the Case. Note: The corrective action list will be maintained by the System Administrator                                                             | 1        | Y         | A         | See customization #7<br>Provide ALJ with examples of corrective actions to associate with the case.                                                                                                                                                                   |
| 232. | The system must display a predefined list of Proof of Compliance examples to the Case Manager upon request based on Case Type/Rule and allow the actor to select one or more or enter a unique Proof of Compliance and associate it with the Case.                                                                                                                                  | 1        | Y         | I         | The user can create a document entry and choose a specific "Proof of Compliance" document type. When the document type is chosen, a more detailed subject text will automatically appear. The Case Manager can modify the defaulted text.                             |
| 233. | The system must allow the Case Manager to associate Proof of Compliance documents to the electronic Case file that are received from the District or ISD.                                                                                                                                                                                                                           | 1        | Y         | I         | Document entry with an attachment. This standard functionality of MCL                                                                                                                                                                                                 |
| 234. | The system must allow the Case Manager to enter the start and end dates for Corrective Action items and send email notifications to the Case Manager some number of configurable days before the time period expires. Note: Configurable time periods will be maintained by the System Administrator.                                                                               | 1        | Y         | A         | See customization #21<br>A corrective action will store the start and end dates. An email message will be sent to the Case Manager a configurable number of days before the time period expires OR when the time period expires and proof of compliance is not filed. |
| 235. | The system must notify the MDE Case Manager if the Corrective Action date is reached and no proof or compliance record is on file.                                                                                                                                                                                                                                                  | 1        | Y         | A         | See customization #21<br>A corrective action will store the start and end dates. An email message will be sent to the Case Manager a configurable number of days before the time period expires OR when the time period expires and proof of compliance is not filed. |
| 236. | The system must display upon request the non-compliance letter templates to the actor and let them select and modify for sending of notifications.<br>These letters are to be sent to the District Superintendent, District Special Education Director, ISD Superintendent, ISD Director, Complainant, and the ISD Investigator. Note: There are up to 3 different types of letters | 1        | Y         | I         | This standard functionality of MCL                                                                                                                                                                                                                                    |
| 237. | The system must allow for electronically attaching the scanned image of the Proof of Compliance for each Corrective                                                                                                                                                                                                                                                                 | 1        | Y         | M         | See customization #11<br>Allow corrective actions to be related to documents (e.g. Proof of Compliance). This item is                                                                                                                                                 |

| #.   | Detailed Requirement Description                                                                                                                                                                                                                                                                                               | Priority | Yes or No | I, M or A | Comments                                                                                                                                                                                                                                                                               |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | Action to the electronic Case file and allow the actor to enter key fields such as date proof of compliance was received, which corrective action it is for, date compliance was met, and the District submitting the proof of compliance.                                                                                     |          |           |           | dependent upon item #7 (Ref B.39)                                                                                                                                                                                                                                                      |
| 238. | The system must support the State Complaint Reconsideration Process.                                                                                                                                                                                                                                                           | 1        | Y         | I         | This standard functionality of MCL                                                                                                                                                                                                                                                     |
| 239. | The system must allow the Case Manager to enter "for reconsideration" from either the Complainant or District.                                                                                                                                                                                                                 | 1        | Y         | I         | The request for reconsideration document will be related to either the complainant or the District.<br>This standard functionality of MCL                                                                                                                                              |
| 240. | The system must allow for the Case Manager to enter Reconsideration statuses and date/time information for key activities: <ul style="list-style-type: none"> <li>• date Final Report received</li> <li>• date Reconsideration received</li> <li>• date Investigation reopened</li> <li>• date Final Report amended</li> </ul> | 1        | Y         | I         | Can be handled as a separate recon case or a re-opening of the original complaint case.<br>This standard functionality of MCL                                                                                                                                                          |
| 241. | The system must support the Closing of a Case.                                                                                                                                                                                                                                                                                 | 1        | Y         | I         | Based upon the action performed to close the case, the disposition information will be tracked.<br>This standard functionality of MCL                                                                                                                                                  |
| 242. | The system must allow the Case Manager to enter certain demographic and other Case related information to support reporting and Case analysis. These may include, but not be limited to: <ul style="list-style-type: none"> <li>• number of allegations</li> <li>• type of disability</li> <li>• age of Student</li> </ul>     | 1        | Y         | M         | In addition to the standard demographic and other case related information stored by myCaseLoad, we will also ensure that an unlimited number of allegations, type of disability, and student birth date will also be stored. Any additional pieces of information will be considered. |
| 243. | The system must capture the date the Case is closed.                                                                                                                                                                                                                                                                           | 1        | Y         | I         | Yes, part of the case disposition information from the original complaint and the reconsideration.<br>This standard functionality of MCL                                                                                                                                               |
| 244. | The system must store historical Case files with indexing which can be searched by keyword.                                                                                                                                                                                                                                    | 1        | Y         | I         | Full text search module<br>This standard functionality of MCL                                                                                                                                                                                                                          |
| 245. | The system must support the Proof of Compliance process.                                                                                                                                                                                                                                                                       | 1        | Y         | M         | See customization #11<br>Allow corrective actions to be related to documents (e.g. Proof of Compliance). This item is dependent upon item #7 (Ref B.39)                                                                                                                                |
| 246. | The system must allow associating scanned images of notifications of Compliance by the Districts to the electronic Case file.                                                                                                                                                                                                  | 1        | Y         | I         | Document will be related to the District.<br>This standard functionality of MCL                                                                                                                                                                                                        |

| #.               | Detailed Requirement Description                                                                                                                                                                                                                                                                                                                                              | Priority | Yes or No | I, M or A | Comments                                                                                                                                                                                                                                                                                                                                                           |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 247.             | The system must allow the Case Manager to enter multiple Proof of Compliance statuses and dates per Corrective Action.                                                                                                                                                                                                                                                        | 1        | Y         | M         | See customization #11<br>Allow corrective actions to be related to documents (e.g. Proof of Compliance). This item is dependent upon item #7 (Ref B.39)                                                                                                                                                                                                            |
| 248.             | The system must have the ability to store Complaint Cases for a configurable number of years. Note: The System Administrator will maintain the number of years.                                                                                                                                                                                                               | 1        | Y         | I         | If mandated to purge the database after a number of years, it can be done.                                                                                                                                                                                                                                                                                         |
| 249.             | The system must support Extensions to the 60 day time period that a State Complaint Case is required to be processed by federal regulation.                                                                                                                                                                                                                                   | 1        | Y         | I         | The 60 day time period can be extended as necessary.<br>This standard functionality of MCL                                                                                                                                                                                                                                                                         |
| 250.             | The system must allow the Case Manager or State Complaint Coordinator to be able to enter the extension time period, the reason for extension, and who approved the extension. This is an extension to the 60 calendar days that the federal regulation allows to resolve a State Complaint Case.                                                                             | 1        | Y         | M         | An extension request could be entered along with the reason and requested number of days. The extension could be approved or rejected by a user and the number of days approved can also be recorded, if different from the requested number of days.<br>See customization #22<br>Track requests and the approval process for extensions to the 60 day time frame. |
| 251.             | The system must allow the Case Manager or State Complaint Coordinator to be able to change the status of a Complaint to "Abeyance" the reason for the abeyance, and who approved the abeyance. This complaint is "in abeyance" and the 60 calendar days that the federal regulation allows to resolve a State Complaint Case will be extended for the length of the abeyance. | 1        | Y         | M         | The 60 day time frame will be extended by the length of the abeyance when the "held in abeyance" status is removed.<br>See customization #23<br>Allow a case to be "held in abeyance" which will not fire delinquency notices. Automatically extend the 60 day time frame when the "abeyance" is removed.                                                          |
| 252.             | The system must send email notification (and allow the actor to print for US Mail), to the interested parties of the Case extension. i.e. Complainant, District and ISD.                                                                                                                                                                                                      | 1        | Y         | I         | When approving an extension, the user can choose to generate a notification. The interested parties who have elected to receive notices by email will get an email message. The interested parties who want printed notification will have their notices sent to the user for printing.                                                                            |
| <b>Mediation</b> |                                                                                                                                                                                                                                                                                                                                                                               |          |           |           |                                                                                                                                                                                                                                                                                                                                                                    |
| 253.             | The system must receive mediation intake requests. Note: The mediation process must meet the requirements defined by 300.506 of the IDEA Regulations (state rules tend to fill in the gap) R340.1724(d)                                                                                                                                                                       | 1        | Y         | I         | This is standard functionality of MCL                                                                                                                                                                                                                                                                                                                              |
| 254.             | The system must have the ability to save and process up 700 mediation intake requests per year.                                                                                                                                                                                                                                                                               | 1        | Y         | I         | This is not an issue for MCL                                                                                                                                                                                                                                                                                                                                       |

| #.   | Detailed Requirement Description                                                                                                                                                                                                                                                                                                                                       | Priority | Yes or No | I, M or A | Comments                                                                                                                                                                                                                                                                    |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 255. | <p>The system must allow the Intake Specialist to input the intake request information. System must allow input from these four request types:</p> <ul style="list-style-type: none"> <li>• online web form</li> <li>• mediation 800 number and 20 local center numbers</li> <li>• local mediation center walk-ins</li> <li>• US mail</li> </ul>                       | 1        | Y         | M         | <p>This is as standard feature of our e-filing module. Services will be needed to design online web form. See customization # 2</p> <p>Services required to design a due process complaint form, state complaint form, or mediation request form for electronic filing.</p> |
| 256. | The system must allow Intake Specialists to generate mediation meeting confirmation letters electronically from a standard list of templates to all mediation meeting participants.                                                                                                                                                                                    | 1        | Y         | I         | This standard functionality of MCL                                                                                                                                                                                                                                          |
| 257. | <p>The system must display a list of mediators and mediation coordinators, upon request, to the Intake Specialist.</p> <p>Note: The list of mediators will be maintained by the System Administrator and Mediation Coordinator.</p>                                                                                                                                    | 2        | Y         | I         | <p>Assign a mediator and mediation coordinator to the case.</p> <p>This standard functionality of MCL</p>                                                                                                                                                                   |
| 258. | <p>The system must allow actors to generate mediation reports for OSE-EIS. There will be approximately 10 reports which will include but are not limited to:</p> <ul style="list-style-type: none"> <li>• number of mediation request form received per year</li> <li>• number of mediation requests not held.</li> <li>• mediation resulting in agreements</li> </ul> | 1        | Y         | I         | This can be accomplished with a report. Services may be needed to implement.                                                                                                                                                                                                |
| 259. | The system needs to count how many mediation request have the "meetings with agreement" data element indicated.                                                                                                                                                                                                                                                        | 1        | Y         | I         | Agreement, Partial Agreement or No Agreement will be tracked by the scheduled event result or the specific signed document type recorded in the mediation request case.                                                                                                     |
| 260. | The system must allow the Intake Specialist to generate a mediation resulting in agreements report and store the report electronically.                                                                                                                                                                                                                                | 1        | Y         | I         | <p>Scheduled reporting services report which keeps a snapshot on a periodic basis (e.g. monthly).</p> <p>This can be accomplished with a report. Services may be needed to implement.</p>                                                                                   |
| 261. | The system must generate a report for the outreach activities being completed. Note: Referral source – data fields defined in the Special Education Mediation Case Statistics Report.                                                                                                                                                                                  | 2        | Y         | I         | <p>This can be the document delivery method of the mediation request form.</p> <p>This is a standard functionality of MCL</p>                                                                                                                                               |
| 262. | The system must allow actors to capture outreach activities. Outreach activities include, interactions with the general                                                                                                                                                                                                                                                | 2        | Y         | I         | <p>Another document type can be created that is not related to a specific mediation request case.</p> <p>This could provide the stats you</p>                                                                                                                               |

| #.   | Detailed Requirement Description                                                                                                                                                                                                                                                                                                                                                                                                 | Priority | Yes or No | I, M or A | Comments                                                                                                                                                                    |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | public, supported by materials that explain the benefits of collaborative methods of mediation. Note: Referral source – data fields defined in the Special Education Mediation Case Statistics Report.                                                                                                                                                                                                                           |          |           |           | need for your outreach activities.                                                                                                                                          |
| 263. | The system must allow actors to capture the association between outreach activities (contacts) and the uses of services by District(s)/Parent groups and the use of mediation services. Note: Referral source – data fields defined in the Special Education Mediation Case Statistics Report                                                                                                                                    | 2        | N         |           | We are not certain we can help you with this requirement.                                                                                                                   |
| 264. | The system must allow the data entry of referrals generated by the outreach activities. Note: Referral source – data fields defined in the Special Education Mediation Case Statistics Report.                                                                                                                                                                                                                                   | 2        | N         |           | We are not certain we can help you with this requirement.                                                                                                                   |
| 265. | The system must notify MDE via e-mail when a mediation status changes and action is needed in State or Due Process Complaints areas such as agreement to mediate, disposition date, and issues disposed. Note: Notification to include: Case Number and District Number only, no names are allowed to comply with confidentiality requirement. The confidentiality requirement may be different if encrypted email is available. | 1        | Y         | I         | Workflow triggered notices with configurable text format.<br>This standard functionality of MCL                                                                             |
| 266. | The system must be able to generate mediation referrals to satellite offices.                                                                                                                                                                                                                                                                                                                                                    | 1        | Y         | I         | Mediation request cases can be transferred to other offices.<br>This standard functionality of MCL                                                                          |
| 267. | The system must allow system actors to trigger a notification e-mail to the Mediation Coordinator if a Complainant is interested in mediation services.                                                                                                                                                                                                                                                                          | 1        | Y         | I         | Workflow rules will trigger the creation of a task for the Mediation Coordinator. They can also get an email.<br>This standard functionality of MCL                         |
| 268. | The system must track the start date and elapsed number of calendar days of the mediation case.                                                                                                                                                                                                                                                                                                                                  | 1        | Y         | I         | Visible on view case screen.<br>This standard functionality of MCL                                                                                                          |
| 269. | The system must generate reports including statistical data to OSE (Office of Special Education) to support MDE data reporting needs for the Annual Performance Reports. There will be an approximated number of Reports which will include but are not limited to: <ul style="list-style-type: none"> <li>• number of cases open</li> <li>• open and closed cases</li> </ul>                                                    | 1        | Y         | I         | The ability to create the type of reports listed is supported.<br>Detailed information on specific reports to be included is necessary to provide a quotation for services. |

| #.   | Detailed Requirement Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Priority | Yes or No | I, M or A | Comments                                                                                                                                                                                              |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | <p>with and without an agreement related to hearings</p> <ul style="list-style-type: none"> <li>cases mediated with agreement</li> <li>closed cases related to complaint</li> </ul> <p>Note: See Table 7</p>                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |           |           |                                                                                                                                                                                                       |
| 270. | <p>The system must allow the actor to trigger the sending of the mediation reports in an electronic format, e-mail, to the Michigan Special Education Mediation Program (MSEMP). The system must allow the actor to send one or more of the following:</p> <ul style="list-style-type: none"> <li>Special Education Mediation Case Statistics Report</li> <li>Centers Reporting Cases Report</li> <li>Mediations by Mediator Name</li> <li>ISD/LEA Summary Report</li> <li>Centers Summary Report</li> <li>Payment Vouchers Report</li> <li>Pending Mediations by Service Type</li> <li>Cases Related to Hearing/Complaint</li> <li>Cases Open</li> </ul> | 1        | Y         | I         | The actor will either request the report(s), save them, email them to the MSEMP OR they can schedule the reports to run periodically (e.g. monthly) and they will be automatically sent to the MSEMP. |
| 136  | <p>The system must allow entry of prior data (cases) to “build” a complete federal reporting year. In fact, if desired must allow creation of other past years. Said cases could be mediation, due process or state complaints.</p>                                                                                                                                                                                                                                                                                                                                                                                                                       | 2        | Y         | I         | Not an issue for MCL                                                                                                                                                                                  |

**Appendix C – Service Level – Reserved**

**Appendix D – Resume Templates – Reserved**

## **Appendix E – Cost Tables**

The Contractor will complete the Cost Tables and all price information is included in the Price Proposal, separate from the Technical Proposal.

- Unless shaded out (in grey), all cost or hour boxes need to be completed. The State may consider a Contractor as “non-responsive” and said Contractor may be disqualified if they only complete “totals” and not provide details.
- Comments are encouraged, especially to help understand how the numbers were derived.
- Year 1 begins with start of the contract.
- Cost information only reflects a standalone solution (that is, independent or “indpt” of SOAHR)

**Table E-1A: Project Summary of Cost**

| # | Cost Components                          | Detailed in Table | Cost (Indpt)     | Comments |
|---|------------------------------------------|-------------------|------------------|----------|
| 1 | Project excluding enhancements           | E-2a              | \$216,346        |          |
| 2 | Enhancements                             | E-2b              | \$38,700         |          |
| 3 | Licensing Fees                           | E-3               | \$90,368         |          |
| 4 | Recurring Software Maintenance & Support | E-4               | \$79,500         |          |
| 5 | Knowledge Transfer                       | E-5               | 0                |          |
|   | <b>Grand Total</b>                       |                   | <b>\$424,914</b> |          |

Notes:

1. Rows 3 and 4 above only reflect “minimum contract of 3 years” (that is, excludes optional years).
2. Modification to COTS includes only the priority 1 (= mandatory) features.

**Table E-1B: Project Summary of Cost by Time**

### **Shared Solution**

| # | Cost Component                                                   | Initiation through Warranty | M&S Year 1      | M&S Year 2      | M&S Year 3      | Total Minimum Contract | Optional Year 4 | Optional Year 5 |
|---|------------------------------------------------------------------|-----------------------------|-----------------|-----------------|-----------------|------------------------|-----------------|-----------------|
| 1 | Project Excluding Enhancements (See Table E-2a)                  | \$216,346                   |                 |                 |                 |                        |                 |                 |
| 2 | Enhancements (Table 2b)                                          | \$38,700                    |                 |                 |                 |                        |                 |                 |
| 3 | Licensing Fee (Table E-3)                                        | \$90,368                    |                 |                 |                 |                        |                 |                 |
| 4 | Recurring Software Maintenance and Support (M&S) (See Table E-4) |                             | \$26,000        | \$26,500        | \$27,000        |                        |                 |                 |
|   | <b>Total Costs</b>                                               | <b>\$345,414</b>            | <b>\$26,000</b> | <b>\$26,000</b> | <b>\$27,000</b> | <b>\$424,914</b>       |                 |                 |

Notes:

1. Licensing fee indicates year “invoiced.”
2. M&S starts after 90 warranty period. Whatever year the “modification including warranty” completes, the M&S would reflect remaining of the year.
3. This particular cost summary does not reflect:
  - a. Reserved Bank for Enhancements
  - b. Costs for Optional features (Priority = 2 and Priority = 3)

**Table E-2a: Details of “Project Execution Excluding Enhancements”**

The initial proposal included costs if the solution was independent (not a shared instance). This was removed given the option selected.

| #        | Cost Components Based On Phase and Deliverables                                                                  | Estimated Hours | Cost   | Comments                                        |
|----------|------------------------------------------------------------------------------------------------------------------|-----------------|--------|-------------------------------------------------|
| <b>1</b> | <b>Initiation and Planning</b>                                                                                   |                 |        |                                                 |
| 1a       | • Project Plan                                                                                                   | 40              | 5,940  |                                                 |
| 1b       | • WBS/Project Schedule                                                                                           | 40              | 5,940  |                                                 |
| 1T       | Total                                                                                                            | 80              | 11,880 |                                                 |
| <b>2</b> | <b>Requirements Verification</b>                                                                                 |                 |        |                                                 |
| 2a       | • Updated Documents or “As Is” Acceptance                                                                        | 80              | 10,800 |                                                 |
| 2T       | Total                                                                                                            | 80              | 10,800 |                                                 |
| <b>3</b> | <b>Application Design</b>                                                                                        |                 |        |                                                 |
| 3a       | • List and layouts of existing                                                                                   | 304             | 47,500 |                                                 |
| 3b       | • Layouts of new or modified                                                                                     | 240             | 30,000 |                                                 |
| 3c       | • Updated dictionary and RTM                                                                                     | 104             | 14,880 |                                                 |
| 3T       | Total                                                                                                            | 648             | 92,380 |                                                 |
| <b>4</b> | <b>Application Development</b>                                                                                   |                 |        |                                                 |
| 4a       | • Updated software including interfaces                                                                          | 1783            | 0      | See Table 2b for enhancements                   |
| 4b       | • Updated documentation                                                                                          | 120             | 0      | Included in individual enhancements in Table 2b |
| 4T       | Total                                                                                                            | 1903            | 12,000 |                                                 |
| <b>5</b> | <b>Testing</b>                                                                                                   |                 |        |                                                 |
| 5a       | • Test Plan                                                                                                      | 12              | 1,568  |                                                 |
| 5b       | • Test Cases                                                                                                     | 24              | 3,135  |                                                 |
| 5c       | • Test Environment                                                                                               | 12              | 1,568  |                                                 |
| 5d       | • Completion of Contractor Tests (such as System, Performance, and Stress) including Defect Correction & Reports | 12              | 1,568  |                                                 |
| 5e       | • User Acceptance Test including Defect Correction & Reports                                                     | 91              | 11,757 |                                                 |
| 5T       | Total                                                                                                            | 151             | 19,596 |                                                 |
| <b>6</b> | <b>Implementation</b>                                                                                            |                 |        |                                                 |
| 6a       | • Installation Guide                                                                                             | 0               | 0      |                                                 |
| 6b       | • Implemented System                                                                                             | 92              | 12,680 |                                                 |
| 6c       | • 90-Day Warranty Period including Issue Closure & Weekly Reports                                                | 48              | 7,200  |                                                 |
| 6T       | Total                                                                                                            |                 | 19,880 |                                                 |
| <b>7</b> | <b>Training</b>                                                                                                  |                 |        |                                                 |
| 7a       | • Training Plan                                                                                                  | 8               | 1,136  |                                                 |
| 7b       | • Training System                                                                                                | 16              | 2,272  |                                                 |

|          |                                                                                   |       |         |                                                                               |
|----------|-----------------------------------------------------------------------------------|-------|---------|-------------------------------------------------------------------------------|
| 7c       | • Training Material including updates & including on-line                         | 32    | 4,544   |                                                                               |
| 7d       | • Completion of training for School Districts                                     | 0     | N/A     |                                                                               |
| 7e       | • Completion of training for School District to, in turn, train Service Providers | 0     | N/A     |                                                                               |
| 7f       | • Completion of training for MDE                                                  | 168   | 23,858  | IPT Training, Report & Template Training, End-user Training Material Training |
| 7T       | Total                                                                             | 224   | 31,810  |                                                                               |
| <b>8</b> | <b>Documentation</b>                                                              |       |         |                                                                               |
| 8a       | • On Line Help                                                                    | 50    | 6,000   |                                                                               |
| 8b       | • Procedures Manual                                                               | 50    | 6,000   |                                                                               |
| 8c       | • User Manual                                                                     | 50    | 6,000   |                                                                               |
| 8d       | • Developer Reference                                                             | 50    | 6,000   |                                                                               |
| 8e       | • Logical/Physical Data                                                           |       | N/A     |                                                                               |
| 8f       | • Data Dictionary                                                                 | 0     | 0       | Included                                                                      |
| 8g       | • System Administration Manual                                                    | 0     | 0       | Included                                                                      |
| 8h       | • DB Administration Manual                                                        | 0     | 0       | Included                                                                      |
| 8i       | • Operations Manual                                                               | 50    | 6,000   |                                                                               |
| 8T       | Total                                                                             | 250   | 30,000  |                                                                               |
|          | Totals (Hours and Costs) for Modifications to COTS including Interface            | 3,336 | 216,346 |                                                                               |

Notes:

1. Hours and costs reflect Contractors including any subs
2. Hours and costs reflected in the totals only represent "M" (mandatory) requirements.
3. "Cost" Totals for each phase are carried to Table E-1 (both E-1A and E-1B)

**Table E-2b: Details of “Enhancements”****CaseLoad Customization Breakdown - Includes both Priority 1 and Priority 2**

The State has reviewed the cost of various enhancements, options (including workarounds) per discussion with CaseLoad, and for purposes of the initial contract has decided whether to include or exclude various features. The included column indicates “yes” if included in the initial contract and “no” (also shaded) if excluded. Exclusion can be brought into scope through Change Management.

| #  | Priority | Customization Description to Meet Requirement                                                                                                                              | Req #                             | Effort | Cost   | Included |
|----|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|--------|--------|----------|
| 1  | 1        | Send out reminder a configurable number of days before a task is delinquent.                                                                                               | B.38 / B.83                       | 92     | 10,360 | No       |
| 3  | 1        | Email the Administrative Law Judge, MDE Case Manager, and ISD Case Investigator, as appropriate, when they are assigned to a case.                                         | B.33 / B.69                       | 55     | 6,290  | No       |
| 4  | 1 / 2    | Checklist for user to determine whether a complaint has met the requirements or whether the contents of a final report are complete.                                       | B.34 / B.64 / B.87                | 88     | 10200  | No       |
| 5  | 1        | Add new student and school properties.                                                                                                                                     | A.19 / B.29 / B.59 / B.107        | 76     | 8,600  | YES      |
| 6  | 1        | Interfaces to push and pull data in real-time from the State Educational Entity Master (EEM), Mediation Due Process and Complaints System and SOAHR for use in myCaseLoad. | A.27 / A.28                       | 128    | 6,000  | YES      |
| 7  | 1 / 2    | Provide ALJ with examples of corrective actions to associate with the case.                                                                                                | B.39 / B.96 / B.95                | 143    | 9,960  | YES      |
| 8  | 1        | Enter a case extension with reason.                                                                                                                                        | B.44                              | 36     | 4,180  | YES      |
| 10 | 1        | Automatically store the author of a generated letter.                                                                                                                      | B.48                              | 57     | 6,650  | No       |
| 11 | 1        | Allow corrective actions to be related to documents (e.g. Proof of Compliance). This item is dependent upon item #7 (Ref B.39)                                             | B.49 / B.102 / B.110 / B.112/B.74 | 88     | 9,960  | YES      |
| 12 | 2        | Provide ability for end-user to tag any document with an unlimited number of keywords or phrases. Subsequently, the user can perform a search based upon these keywords.   | B.52                              | 113    | 12,950 | No       |
| 13 | 1        | Enforce requirement that decision date is the same as the date mailed.                                                                                                     | B.57                              | 36     | 4,180  | No       |
| 14 | 1        | Relate a generated letter to one or more allegations to appear in the text of the letter.                                                                                  | B.65                              |        | 20,400 | No       |

| #  | Priority | Customization Description to Meet Requirement                                                                                                                                                                                                | Req #        | Effort | Cost          | Included |
|----|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------|---------------|----------|
| 15 | 2        | When manually assigning a Case Manager to a case, show their region association.                                                                                                                                                             | B.67         | 67     | 7,550         | No       |
| 16 | 1        | Provide examples of Final Report section content.                                                                                                                                                                                            | B.85         | 124    | 14,300        | No       |
| 17 | 1        | Keep up to ten versions (configurable) of the Draft Final Report along with each reviewers comments.                                                                                                                                         | B.90         | 176    | 20,400        | No       |
| 18 | 1        | Route document during drafting stage to various reviewers when the document status has been updated (e.g. Approved by Case Manager)                                                                                                          | B.89         | 120    | 13,900        | No       |
| 19 | 1        | Provide Case Manager with Administrator-maintained standard conclusion wording.                                                                                                                                                              | B.91 / B.92  | 134    | 15,300        | No       |
| 20 | 1        | Attach the Final Report to a cover page and send to all interested parties.                                                                                                                                                                  | B.94         | 120    | 13,900        | No       |
| 21 | 1        | A corrective action will store the start and end dates. An email message will be sent to the Case Manager a configurable number of days before the time period expires OR when the time period expires and proof of compliance is not filed. | B.99 / B.100 | 71     | 8,130         | No       |
| 22 | 1        | Track requests and the approval process for extensions to the 60 day time frame.                                                                                                                                                             | B.115        | 107    | 12,390        | No       |
| 23 | 1        | Allow a case to be "held in abeyance" which will not fire delinquency notices. Automatically extend the 60 day time frame when the "abeyance" is removed.                                                                                    | B.116        | 76     | 9,000         | No       |
| 24 | 2        | Interfaces to push and pull data in real-time from, Mediation Due Process for use in myCaseLoad.                                                                                                                                             | A.26         | 48     | 5,500         | No       |
|    |          | <b>TOTAL "YES" (To Be Included)</b>                                                                                                                                                                                                          |              |        | <b>38,700</b> |          |

**Table E-3: Details of Licensing Fees**

| #  | Cost Components            | Cost (Indpt from SOAHR) | Comments                            |
|----|----------------------------|-------------------------|-------------------------------------|
|    | List Components            |                         |                                     |
| 1  | myCaseLoad Base Module     | 22,800                  |                                     |
| 2  | Standard Edition User      | 0                       | 43 users required                   |
| 3  | E-filing Frontend Module   | 15,960                  |                                     |
| 4  | E-filing Backend Processor | 11,400                  |                                     |
| 5  | Document Voting Module     | 0                       | Not included                        |
| 6  | Document Publishing Module | \$7,600                 | Not presently lic. By SOAHR         |
| 7  | Exchange Base Module       | 7,600                   | 25 users                            |
| 8  | Exchange Module Extension  | \$1,520                 | 43 total users                      |
| 9  | Document Packaging Module  | \$3,040                 | Not presently lic. By SOAHR         |
| 10 | Community Website Module   | 7,600                   |                                     |
| 11 | Full Text Search Module    | 3,040                   |                                     |
| 12 | Workflow Designer          | \$2,208                 | MDCS would need on separate license |
| 13 | Exhibit Tracking Module    | \$7,600                 | Not presently lic. By SOAHR         |
|    | <b>Total Licensing Fee</b> | <b>\$90,368</b>         | Original quote was \$172,068        |

Note:

1. Repeat rows as necessary to list all components licensed to the State.
2. Presumption is one time only license fee but if annual fee must indicate in comments.
3. Cost totals are carried to Table E-1A.

**Table E-4: Details of Recurring Software Maintenance and Support (M&S)**

| # | Cost Components                                                    | Cost (Indpt)    | Comments |
|---|--------------------------------------------------------------------|-----------------|----------|
|   | Minimum 3 Year Contract                                            |                 |          |
| 1 | Year 1 (repeat for each component)                                 | \$26,000        |          |
|   |                                                                    |                 |          |
|   | Total Year 1                                                       |                 |          |
| 2 | Year 2                                                             | \$26,500        |          |
|   |                                                                    |                 |          |
|   | Total Year 2                                                       |                 |          |
| 3 | Year 3                                                             | \$27,000        |          |
|   |                                                                    |                 |          |
|   | Total Year 3                                                       |                 |          |
|   | <b>Total M&amp;S Software Maintenance For Years 1-3, inclusive</b> | <b>\$79,500</b> |          |

Notes:

1. Repeat rows as necessary to list all components licensed to the State.
2. M&S does not begin until completion of the Warranty Period (90-days) and occurs whether Vendor hosted or State hosted
3. "Cost" Totals for "Minimum 3 Year Contract" are carried to Table E-1A and E-1B
4. ~~Cost Totals for Optional Years are Carried to Table E-1B~~

**Table E-5: Details of Knowledge Transfer/Transition**

| # | Cost Component Based Upon Deliverables | Estimated Hours | Cost | Comments |
|---|----------------------------------------|-----------------|------|----------|
| 1 | Baseline Knowledge Transfer Plan       |                 |      | N/A      |
| 2 | Updated Knowledge Transfer Plan        |                 |      | N/A      |
| 3 | Execution of Knowledge Transfer Plan   |                 |      | N/A      |
| 4 | Transfer Evaluation Report             |                 |      | N/A      |
| 5 | Final Transfer Evaluation Report       |                 |      | N/A      |
|   | <b>Totals (Hours and Costs)</b>        |                 |      | N/A      |

Notes:

1. Costs are based upon election (hypothetically) to bring “in house” at completion of the initial contract, that is, end of Year 3 and not exercise the Option years.
2. “Cost” Totals for each phase are carried to Table E-1A Project Summary of Cost

**Table E-6: Details of Labor Rates and Cost of Reserved Bank for Enhancements**

| #  | Cost Component                                                    | Estimated Hours | Cost           | Comments |
|----|-------------------------------------------------------------------|-----------------|----------------|----------|
| 1  | Project Manager                                                   | 300             | \$150          |          |
| 2  | Business Analyst                                                  | 900             | \$130          |          |
| 3  | Senior Analyst                                                    | 200             | \$150          |          |
| 4  | Developers                                                        | 300             | \$130          |          |
| 5  | System Administrators                                             |                 |                |          |
| 6  | Database Administrators                                           | 100             | \$130          |          |
| 7  | Q/A Manager                                                       | 100             | \$130          |          |
| 8  | Security Specialist                                               |                 |                |          |
| 9  | Testers                                                           |                 |                |          |
| 10 | Technical writers                                                 |                 |                |          |
| 11 | CM Specialists                                                    |                 |                |          |
| 12 | System Architects                                                 |                 |                |          |
| 13 | Training Specialists                                              | 100             | \$130          |          |
|    | Other (Please add row for each role and specific role title/name) |                 |                |          |
| 14 |                                                                   |                 |                |          |
|    | <b>Totals (Hours and Costs)</b>                                   | <b>2,000</b>    | <b>270,000</b> |          |

Notes:

1. This table is used for 1.104 (1) (N) – Reserved Bank for Enhancements
2. The State intends to establish funding for reserved bank of hours for the contract, Actual funding for enhancements will occur on a yearly basis, and there is no guarantee as to the level of funding, if any, available to the project.
3. Hourly rates quoted are firm, fixed rates for the duration of the contract. Travel and other expenses will not be reimbursed. “Estimated Hours” and “Extended Price” are non-binding and will be used at the State’s discretion to determine best value to the State. The State will utilize the fully loaded hourly rates detailed above for each staff that will be used as fixed rates for responses to separate statements of work “Cost”
4. Totals for each phase are carried to Table E-1A Project Summary of Cost

**Table E-7: Details of Optional Requirements**

Notes:

- Optional requirements are numbered as Priority 2 and 3.
- Optional requirements already included in the COTS should be listed in the tables below with a price of "0" and comment indicated already included.
- Optional requirements not included in the COTS and where the Contractor has decided not to provide through the "yes" or "no" column in the Technical Proposal will carry forward in the tables below that information with a price of "NA" (not available) and comment indicated this will not be an added during the initial modification to the COTS solution.
- Optional requirements not included or partially included in the COTS are listed in the tables below with their incremental costs.
- Comments are welcome.
- This incremental cost is carried through by priority level to Table E-1A (above). However, this does not reflect a commitment to include said items. Instead once a Contractor is selected, these costs will be used to decide what, if anything is added during the contract negotiations, to the selected solution.

**From Appendix A: General and Technical Requirements**

| #                           | Detailed Requirement Description                                                                                                                                                                                                                                                                                                                                                                                                      | Priority | Yes or No | I, M or A | Comments                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>General Requirements</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                       |          |           |           |                                                                                                                                                                                                                                                                                                                                                                        |
| 6.                          | <p>The system must have online help for each use case or functional sections of the system (there are approximately 32 use cases). The online help will include but is not limited to:</p> <ul style="list-style-type: none"> <li>enter State and Due Process Complaints</li> <li>enter State Complaint Corrective Actions</li> <li>enter a State Complaint Extension</li> <li>enter a State Complaint Proof of Compliance</li> </ul> | 2        | Y         | I         |                                                                                                                                                                                                                                                                                                                                                                        |
| 20                          | The system must have a field to store the student UIC. The field is optional. (can be null)                                                                                                                                                                                                                                                                                                                                           | 2        | Y         | I         | This is the person code field which is optional.                                                                                                                                                                                                                                                                                                                       |
| 26                          | The system must extract any or all data elements in an .xml format for data exchange between Mediation Due Process and Complaints System (MDCS) and the SOAHR system.                                                                                                                                                                                                                                                                 | 2        | Y         | M         | <p>The solution uses a standardized Web Service interface to provide external data to the application. This functionality will require custom extensions to read information from MDCS and SOAHR. See Customization #24 (\$5,800)</p> <p>Interfaces to push and pull data in real-time from the Mediation Due Process and Complaints System for use in myCaseLoad.</p> |

**From Appendix B: Functional Requirements**

| #. | Detailed Requirement Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Priority | Yes or No | I, M or A | Comments                                                                                                                                                                                                                                                                                                      |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <b>Due Process Complaints</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |          |           |           |                                                                                                                                                                                                                                                                                                               |
| 34 | The system must display to the Due Process Complaints Coordinator upon request, the Due Process Complaint Requirements to determine if a complaint has met the requirements. Note: R340.1724(f)                                                                                                                                                                                                                                                                                                    | 2        | Y         | I         | See customization #4<br>Checklist for user to determine whether a complaint has met the requirements or whether the contents of a final report are complete.<br>Since this functionality will be produced in Customization #4 for 1 priority requirements. No extra cast for this requirements will be needed |
| 35 | State Due Process Complaint Requirements include: <ul style="list-style-type: none"> <li>• Student name,</li> <li>• District(s) the complaint is against,</li> <li>• Parent/Guardian information</li> <li>• Statement of delivery</li> </ul> Note: Statement of delivery – is a memo field with information when and how complaint is provided to other party.                                                                                                                                     | 2        | Y         | I         | Standard functionality                                                                                                                                                                                                                                                                                        |
| 39 | The System must display examples of corrective actions to the Administrative Law Judge upon request and allow the actor to select one or more to associate with the Case File. Note: The corrective action examples will be maintained by the System Administrator.                                                                                                                                                                                                                                | 2        | Y         | I         | See customization #7<br>Provide ALJ with examples of corrective actions to associate with the case.<br>Since this functionality will be produced in Customization #7 for 1 priority requirements. No extra cast for this requirements will be needed                                                          |
| 51 | The system must use email notification to the Due Process Complaints Coordinator when objection to the sufficiency timelines are not met. Districts have a specified amount of time from the date of the complaint to file an objection. <ul style="list-style-type: none"> <li>• 15 days for non expedited cases</li> </ul> Note: A due process complaint/request for hearing can be filed related to a limited number of issues, which are outlined in 300.507(d)(1)(2) of the IDEA regulations. | 2        | Y         | I         | Delinquency notice sent to coordinator when timeframe is exceeded. This is a standard feature of MCL                                                                                                                                                                                                          |
| 52 | The system must allow the ALJ to search and reference their findings based on keyword search criteria.                                                                                                                                                                                                                                                                                                                                                                                             | 2        | Y         | I         | An Administrator configurable list of issue type can be maintained so a user can flag each case with one or more searchable categories.<br>Another option is to perform keyword searches on the contents of the documents using the myCaseLoad Full Text Search Module.                                       |

| #.                      | Detailed Requirement Description                                                                                                                                                                                                 | Priority | Yes or No | I, M or A | Comments                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                         |                                                                                                                                                                                                                                  |          |           |           | <p>A second alternative is to provide the user with a limitless number of unconstrained text phrases with which to tag a document. Subsequently, the user could search for any document with those keywords.</p> <p>See customization #12 (\$13,300)</p> <p>Provide ability for end-user to tag any document with an unlimited number of keywords or phrases. Subsequently, the user can perform a search based upon these keywords.</p> |
| 55                      | The system must allow actors to select Due Process Final Decision notice templates and associate documents to the electronic file.                                                                                               | 2        | Y         | I         | Mail merge templates<br>Standard functionality of MCL                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>State Complaints</b> |                                                                                                                                                                                                                                  |          |           |           |                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 67.                     | The system must allow the State Complaint Coordinator to display Case Managers by region upon request. Note: The region is a determining factor for assignment, but the Actor must be able to assign any Case Manager to a Case. | 2        | Y         | M         | See Customization #15 (\$7,750)<br>When manually assigning a Case Manager to a case, show their region association                                                                                                                                                                                                                                                                                                                       |
| 84                      | The system must store the date and time of the three-way call between the MDE Case Manager, IDE Case Manager and the Complainant.                                                                                                | 2        | Y         | I         | Stored as a scheduled event which will also appear on Outlook calendars.                                                                                                                                                                                                                                                                                                                                                                 |
| 87                      | The system must allow the MDE Case Manager to review the Final Report and compare it against a Final Report Contents checklist, by Case Type/Rule. Note: Check list will be maintained by the System Administrator               | 2        | Y         | A         | See customization #4<br>Checklist for user to determine whether a complaint has met the requirements or whether the contents of a final report are complete.                                                                                                                                                                                                                                                                             |
| <b>Mediation</b>        |                                                                                                                                                                                                                                  |          |           |           |                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 122                     | The system must display a list of mediators and mediation coordinators, upon request, to the Intake Specialist. Note: The list of mediators will be maintained by the System Administrator and Mediation Coordinator.            | 2        | Y         | I         | Assign a mediator and mediation coordinator to the case.<br>This standard functionality of MCL                                                                                                                                                                                                                                                                                                                                           |
| 126                     | The system must generate a report for the outreach activities being completed. Note: Referral source – data fields defined in the Special Education Mediation Case Statistics Report.                                            | 2        | Y         | I         | This can be the document delivery method of the mediation request form.<br>This is a standard functionality of MCL                                                                                                                                                                                                                                                                                                                       |
| 127                     | The system must allow actors to capture outreach activities. Outreach activities include,                                                                                                                                        | 2        | Y         | I         | Another document type can be created that is not related to a specific mediation request case. This could                                                                                                                                                                                                                                                                                                                                |

| #.  | Detailed Requirement Description                                                                                                                                                                                                                                                              | Priority | Yes or No | I, M or A | Comments                                                  |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|-----------------------------------------------------------|
|     | interactions with the general public, supported by materials that explain the benefits of collaborative methods of mediation. Note: Referral source – data fields defined in the Special Education Mediation Case Statistics Report.                                                          |          |           |           | provide the stats you need for your outreach activities.  |
| 128 | The system must allow actors to capture the association between outreach activities (contacts) and the uses of services by District(s)/Parent groups and the use of mediation services. Note: Referral source – data fields defined in the Special Education Mediation Case Statistics Report | 2        | N         |           | We are not certain we can help you with this requirement. |
| 129 | The system must allow the data entry of referrals generated by the outreach activities. Note: Referral source – data fields defined in the Special Education Mediation Case Statistics Report.                                                                                                | 2        | N         |           | We are not certain we can help you with this requirement. |
| 136 | The system must allow entry of prior data (cases) to “build” a complete federal reporting year. In fact, if desired must allow creation of other past years. Said cases could be mitigation, due process or state complaints.                                                                 | 2        | Y         | I         | .<br>Not an issue for MCL                                 |

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
PURCHASING OPERATIONS  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

May 7, 2010

NOTICE  
OF  
CONTRACT NO. 071B0200162  
between  
THE STATE OF MICHIGAN  
and

|                                                                                                                                                                                  |                            |                                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|--------------------------------------------------|
| NAME & ADDRESS OF CONTRACTOR                                                                                                                                                     |                            | TELEPHONE: Darryl Evans<br><b>(416) 762-0236</b> |
| <b>Evans CaseLoad, Inc.</b><br><b>2152 Danforth Avenue, Suite 200</b><br><b>Toronto, ON M4C 1K3</b><br><br>Email: <a href="mailto:daevans@caseload.com">daevans@caseload.com</a> |                            | CONTRACTOR NUMBER/MAIL CODE                      |
|                                                                                                                                                                                  |                            | BUYER/CA (517) 373-3993<br><b>Dale Reif</b>      |
| Contract Compliance Inspector:<br><b>Enhanced Document Management - DIT</b>                                                                                                      |                            |                                                  |
| CONTRACT PERIOD: <b>5 yrs. + 5 one-year options</b> From: <b>April 12, 2010</b> To: <b>April 11, 2015</b>                                                                        |                            |                                                  |
| TERMS<br><b>N/A</b>                                                                                                                                                              | SHIPMENT<br><b>N/A</b>     |                                                  |
| F.O.B.<br><b>N/A</b>                                                                                                                                                             | SHIPPED FROM<br><b>N/A</b> |                                                  |
| MINIMUM DELIVERY REQUIREMENTS<br><b>N/A</b>                                                                                                                                      |                            |                                                  |
| MISCELLANEOUS INFORMATION:                                                                                                                                                       |                            |                                                  |

**TOTAL ESTIMATED CONTRACT VALUE: \$1,167,381.50**

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
PURCHASING OPERATIONS  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B0200162  
between  
THE STATE OF MICHIGAN  
and

|                                                                                                                                                                                                                                                                                                                                                                                                            |                            |                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|--------------------------------------------------|
| NAME & ADDRESS OF CONTRACTOR                                                                                                                                                                                                                                                                                                                                                                               |                            | TELEPHONE: Darryl Evans<br><b>(416) 762-0236</b> |
| <b>Evans CaseLoad, Inc.</b><br><b>2152 Danforth Avenue, Suite 200</b><br><b>Toronto, ON M4C 1K3</b>                                                                                                                                                                                                                                                                                                        |                            | CONTRACTOR NUMBER/MAIL CODE                      |
| Email: <a href="mailto:daevans@caseload.com">daevans@caseload.com</a>                                                                                                                                                                                                                                                                                                                                      |                            | BUYER/CA (517) 373-3993<br><b>Dale Reif</b>      |
| Contract Compliance Inspector:<br><b>Enhanced Document Management - DIT</b>                                                                                                                                                                                                                                                                                                                                |                            |                                                  |
| CONTRACT PERIOD: <b>5 yrs. + 5 one-year options</b> From: <b>April 12, 2010</b> To: <b>April 11, 2015</b>                                                                                                                                                                                                                                                                                                  |                            |                                                  |
| TERMS<br><b>N/A</b>                                                                                                                                                                                                                                                                                                                                                                                        | SHIPMENT<br><b>N/A</b>     |                                                  |
| F.O.B.<br><b>N/A</b>                                                                                                                                                                                                                                                                                                                                                                                       | SHIPPED FROM<br><b>N/A</b> |                                                  |
| MINIMUM DELIVERY REQUIREMENTS<br><b>N/A</b>                                                                                                                                                                                                                                                                                                                                                                |                            |                                                  |
| MISCELLANEOUS INFORMATION:<br><br><b>The terms and conditions of this Contract are those of ITB #071I9200214, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.</b><br><br><b>Estimated Contract Value: \$1,167,381.50</b> |                            |                                                  |

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I9200214. Orders for delivery will be issued directly by the Department of Department of Information Technology through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

**FOR THE CONTRACTOR:**

Evans CaseLoad, Inc.  
Firm Name

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Authorized Agent (Print or Type)

\_\_\_\_\_  
Date

**FOR THE STATE:**

\_\_\_\_\_  
Signature  
**Greg Faremouth, Director**  
Name/Title

**IT Division, Purchasing Operations**  
Division

\_\_\_\_\_  
Date



**STATE OF MICHIGAN  
Department of Management and Budget  
Purchasing Operations**

**Contract Number: 071B0200162**

**Case Management System**

**State Office of Administrative Hearings and Rules**

**Department of Energy, Labor & Economic Growth**

**Michigan Department of Information Technology**

**Buyer Information  
Dale N. Reif  
(517) 373-3993  
[reifd@michigan.gov](mailto:reifd@michigan.gov)**

## Table of Contents

|                                                     |            |
|-----------------------------------------------------|------------|
| <b>DEFINITIONS</b>                                  | <b>195</b> |
| <b>Article 1 – Statement of Work (SOW)</b>          | <b>197</b> |
| <b>1.000 Project Identification</b>                 | <b>197</b> |
| 1.001 Project Request                               | 197        |
| 1.002 Background                                    | 197        |
| <b>1.100 Scope of Work and Deliverables</b>         | <b>197</b> |
| 1.101 In Scope                                      | 197        |
| 1.102 Out Of Scope                                  | 197        |
| 1.103 Environment                                   | 198        |
| 1.104 Work and Deliverables                         | 199        |
| <b>1.200 Roles and Responsibilities</b>             | <b>206</b> |
| 1.201 Contractor Staff, Roles, and Responsibilities | 206        |
| 1.202 State Staff, Roles, and Responsibilities      | 207        |
| <b>1.300 Project Plan</b>                           | <b>208</b> |
| 1.301 Project Plan Management                       | 208        |
| 1.302 Reports                                       | 209        |
| <b>1.400 Project Management</b>                     | <b>210</b> |
| 1.401 Issue Management                              | 210        |
| 1.402 Risk Management                               | 210        |
| 1.403 Change Management                             | 210        |
| <b>1.500 Acceptance</b>                             | <b>211</b> |
| 1.501 Criteria                                      | 211        |
| 1.502 Final Acceptance                              | 212        |
| <b>1.600 Compensation and Payment</b>               | <b>212</b> |
| 1.601 Compensation and Payment                      | 212        |
| 1.602 Holdback – Deleted NA                         | 213        |
| <b>Article 2, Terms and Conditions</b>              | <b>214</b> |
| <b>2.000 Contract Structure and Term</b>            | <b>214</b> |
| 2.001 Contract Term                                 | 214        |
| 2.002 Options to Renew                              | 214        |
| 2.003 Legal Effect                                  | 214        |
| 2.004 Attachments & Exhibits                        | 214        |
| 2.005 Ordering                                      | 214        |
| 2.006 Order of Precedence                           | 214        |
| 2.007 Headings                                      | 215        |
| 2.008 Form, Function & Utility                      | 215        |
| 2.009 Reformation and Severability                  | 215        |
| <b>2.010 Consents and Approvals</b>                 | <b>215</b> |
| 2.011 No Waiver of Default                          | 215        |
| 2.012 Survival                                      | 215        |
| <b>2.020 Contract Administration</b>                | <b>215</b> |
| 2.021 Issuing Office                                | 215        |
| 2.022 Contract Compliance Inspector                 | 216        |
| 2.023 Project Manager                               | 216        |
| 2.024 Change Requests                               | 216        |
| 2.025 Notices                                       | 217        |
| 2.026 Binding Commitments                           | 217        |
| 2.027 Relationship of the Parties                   | 218        |
| 2.028 Covenant of Good Faith                        | 218        |
| 2.029 Assignments                                   | 218        |
| <b>2.030 General Provisions</b>                     | <b>218</b> |
| 2.031 Media Releases                                | 218        |
| 2.032 Contract Distribution                         | 218        |
| 2.033 Permits                                       | 218        |
| 2.034 Website Incorporation                         | 219        |

|              |                                                              |            |
|--------------|--------------------------------------------------------------|------------|
| 2.035        | Future Bidding Preclusion                                    | 219        |
| 2.036        | Freedom of Information                                       | 219        |
| 2.037        | Disaster Recovery                                            | 219        |
| <b>2.040</b> | <b>Financial Provisions</b>                                  | <b>219</b> |
| 2.041        | Fixed Prices for Services/Deliverables                       | 219        |
| 2.042        | Adjustments for Reductions in Scope of Services/Deliverables | 219        |
| 2.043        | Services/Deliverables Covered                                | 219        |
| 2.044        | Invoicing and Payment – In General                           | 219        |
| 2.045        | Pro-ration                                                   | 220        |
| 2.046        | Antitrust Assignment                                         | 220        |
| 2.047        | Final Payment                                                | 220        |
| 2.048        | Electronic Payment Requirement                               | 220        |
| <b>2.050</b> | <b>Taxes</b>                                                 | <b>220</b> |
| 2.051        | Employment Taxes                                             | 220        |
| 2.052        | Sales and Use Taxes                                          | 221        |
| <b>2.060</b> | <b>Contract Management</b>                                   | <b>221</b> |
| 2.061        | Contractor Personnel Qualifications                          | 221        |
| 2.062        | Contractor Key Personnel                                     | 221        |
| 2.063        | Re-assignment of Personnel at the State's Request            | 222        |
| 2.064        | Contractor Personnel Location                                | 222        |
| 2.065        | Contractor Identification                                    | 222        |
| 2.066        | Cooperation with Third Parties                               | 222        |
| 2.067        | Contract Management Responsibilities                         | 222        |
| 2.068        | Contractor Return of State Equipment/Resources               | 222        |
| <b>2.070</b> | <b>Subcontracting by Contractor</b>                          | <b>223</b> |
| 2.071        | Contractor full Responsibility                               | 223        |
| 2.072        | State Consent to delegation                                  | 223        |
| 2.073        | Subcontractor bound to Contract                              | 223        |
| 2.074        | Flow Down                                                    | 223        |
| 2.075        | Competitive Selection                                        | 223        |
| <b>2.080</b> | <b>State Responsibilities</b>                                | <b>223</b> |
| 2.081        | Equipment                                                    | 223        |
| 2.082        | Facilities                                                   | 223        |
| <b>2.090</b> | <b>Security</b>                                              | <b>224</b> |
| 2.091        | Background Checks                                            | 224        |
| 2.092        | Security Breach Notification                                 | 224        |
| 2.093        | PCI DATA Security Requirements                               | 224        |
| <b>2.100</b> | <b>Confidentiality</b>                                       | <b>225</b> |
| 2.101        | Confidentiality                                              | 225        |
| 2.102        | Protection and Destruction of Confidential Information       | 225        |
| 2.103        | Exclusions                                                   | 225        |
| 2.104        | No Implied Rights                                            | 225        |
| 2.105        | Respective Obligations                                       | 225        |
| <b>2.110</b> | <b>Records and Inspections</b>                               | <b>226</b> |
| 2.111        | Inspection of Work Performed                                 | 226        |
| 2.112        | Examination of Records                                       | 226        |
| 2.113        | Retention of Records                                         | 226        |
| 2.114        | Audit Resolution                                             | 226        |
| 2.115        | Errors                                                       | 226        |
| <b>2.120</b> | <b>Warranties</b>                                            | <b>226</b> |
| 2.121        | Warranties and Representations                               | 226        |
| 2.122        | Warranty of Merchantability                                  | 227        |
| 2.123        | Warranty of Fitness for a Particular Purpose                 | 228        |
| 2.124        | Warranty of Title                                            | 228        |
| 2.125        | Equipment Warranty                                           | 228        |
| 2.126        | Equipment to be New                                          | 228        |
| 2.127        | Prohibited Products                                          | 228        |
| 2.128        | Consequences for Breach                                      | 228        |
| <b>2.130</b> | <b>Insurance</b>                                             | <b>229</b> |
| 2.131        | Liability Insurance                                          | 229        |
| 2.132        | Subcontractor Insurance Coverage                             | 230        |

|              |                                                  |            |
|--------------|--------------------------------------------------|------------|
| 2.133        | Certificates of Insurance and Other Requirements | 230        |
| <b>2.140</b> | <b>Indemnification</b>                           | <b>231</b> |
| 2.141        | General Indemnification                          | 231        |
| 2.142        | Code Indemnification                             | 231        |
| 2.143        | Employee Indemnification                         | 231        |
| 2.144        | Patent/Copyright Infringement Indemnification    | 231        |
| 2.145        | Continuation of Indemnification Obligations      | 232        |
| 2.146        | Indemnification Procedures                       | 232        |
| <b>2.150</b> | <b>Termination/Cancellation</b>                  | <b>233</b> |
| 2.151        | Notice and Right to Cure                         | 233        |
| 2.152        | Termination for Cause                            | 233        |
| 2.153        | Termination for Convenience                      | 233        |
| 2.154        | Termination for Non-Appropriation                | 233        |
| 2.155        | Termination for Criminal Conviction              | 234        |
| 2.156        | Termination for Approvals Rescinded              | 234        |
| 2.157        | Rights and Obligations upon Termination          | 234        |
| 2.158        | Reservation of Rights                            | 234        |
| <b>2.160</b> | <b>Termination by Contractor</b>                 | <b>235</b> |
| 2.161        | Termination by Contractor                        | 235        |
| <b>2.170</b> | <b>Transition Responsibilities</b>               | <b>235</b> |
| 2.171        | Contractor Transition Responsibilities           | 235        |
| 2.172        | Contractor Personnel Transition                  | 235        |
| 2.173        | Contractor Information Transition                | 235        |
| 2.174        | Contractor Software Transition                   | 235        |
| 2.175        | Transition Payments                              | 235        |
| 2.176        | State Transition Responsibilities                | 236        |
| <b>2.180</b> | <b>Stop Work</b>                                 | <b>236</b> |
| 2.181        | Stop Work Orders                                 | 236        |
| 2.182        | Cancellation or Expiration of Stop Work Order    | 236        |
| 2.183        | Allowance of Contractor Costs                    | 236        |
| <b>2.190</b> | <b>Dispute Resolution</b>                        | <b>236</b> |
| 2.191        | In General                                       | 236        |
| 2.192        | Informal Dispute Resolution                      | 237        |
| 2.193        | Injunctive Relief                                | 237        |
| 2.194        | Continued Performance                            | 237        |
| <b>2.200</b> | <b>Federal and State Contract Requirements</b>   | <b>237</b> |
| 2.201        | Nondiscrimination                                | 237        |
| 2.202        | Unfair Labor Practices                           | 237        |
| 2.203        | Workplace Safety and Discriminatory Harassment   | 238        |
| 2.204        | Prevailing Wage                                  | 238        |
| <b>2.210</b> | <b>Governing Law</b>                             | <b>238</b> |
| 2.211        | Governing Law                                    | 238        |
| 2.212        | Compliance with Laws                             | 238        |
| 2.213        | Jurisdiction                                     | 238        |
| <b>2.220</b> | <b>Limitation of Liability</b>                   | <b>239</b> |
| 2.221        | Limitation of Liability                          | 239        |
| <b>2.230</b> | <b>Disclosure Responsibilities</b>               | <b>239</b> |
| 2.231        | Disclosure of Litigation                         | 239        |
| 2.232        | Call Center Disclosure                           | 240        |
| 2.233        | Bankruptcy                                       | 240        |
| <b>2.240</b> | <b>Performance</b>                               | <b>240</b> |
| 2.241        | Time of Performance                              | 240        |
| 2.242        | Service Level Agreement (SLA)                    | 240        |
| 2.243        | Liquidated Damages                               | 241        |
| 2.244        | Excusable Failure                                | 241        |
| <b>2.250</b> | <b>Approval of Deliverables</b>                  | <b>242</b> |
| 2.251        | Delivery of Deliverables                         | 242        |
| 2.252        | Contractor System Testing                        | 242        |
| 2.253        | Approval of Deliverables, In General             | 243        |

|              |                                                                        |            |
|--------------|------------------------------------------------------------------------|------------|
| 2.254        | Process for Approval of Written Deliverables                           | 244        |
| 2.255        | Process for Approval of Custom Software Deliverables                   | 244        |
| 2.256        | Final Acceptance                                                       | 245        |
| <b>2.260</b> | <b>Ownership</b>                                                       | <b>245</b> |
| 2.261        | Ownership of Work Product by State                                     | 245        |
| 2.262        | Vesting of Rights                                                      | 245        |
| 2.263        | Rights in Data                                                         | 245        |
| 2.264        | Ownership of Materials                                                 | 245        |
| <b>2.270</b> | <b>State Standards</b>                                                 | <b>246</b> |
| 2.271        | Existing Technology Standards                                          | 246        |
| 2.272        | Acceptable Use Policy                                                  | 246        |
| 2.273        | Systems Changes                                                        | 246        |
| <b>2.280</b> | <b>Extended Purchasing</b>                                             | <b>246</b> |
| 2.281        | MiDEAL (Michigan Delivery Extended Agreements Locally                  | 246        |
| <b>2.290</b> | <b>Environmental Provision</b>                                         | <b>246</b> |
| 2.291        | Environmental Provision                                                | 246        |
| <b>2.300</b> | <b>Deliverables</b>                                                    | <b>247</b> |
| 2.301        | Software                                                               | 247        |
| 2.302        | Hardware                                                               | 248        |
| 2.303        | Equipment to be New                                                    | 248        |
| 2.304        | Equipment to be New and Prohibited Products                            | 248        |
| <b>2.310</b> | <b>Software Warranties</b>                                             | <b>248</b> |
| 2.311        | Performance Warranty                                                   | 248        |
| 2.312        | No Surreptitious Code Warranty                                         | 248        |
| 2.313        | Calendar Warranty                                                      | 249        |
| 2.314        | Third-party Software Warranty                                          | 249        |
| 2.315        | Physical Media Warranty                                                | 249        |
| <b>2.320</b> | <b>Software Licensing</b>                                              | <b>249</b> |
| 2.321        | Cross-License, Deliverables Only, License to Contractor                | 249        |
| 2.322        | Cross-License, Deliverables and Derivative Work, License to Contractor | 249        |
| 2.323        | License Back to the State                                              | 249        |
| 2.324        | License Retained by Contractor                                         | 250        |
| 2.325        | Pre-existing Materials for Custom Software Deliverables                | 250        |
| <b>2.330</b> | <b>Source Code Escrow</b>                                              | <b>250</b> |
| 2.331        | Definition                                                             | 250        |
| 2.332        | Delivery of Source Code into Escrow                                    | 250        |
| 2.333        | Delivery of New Source Code into Escrow                                | 250        |
| 2.334        | Verification                                                           | 251        |
| 2.335        | Escrow Fees                                                            | 251        |
| 2.336        | Release Events                                                         | 251        |
| 2.337        | Release Event Procedures                                               | 251        |
| 2.338        | License                                                                | 251        |
| 2.339        | Derivative Works                                                       | 251        |

## Exhibits

- Exhibit 1 – UIA Interface fields
- Exhibit 2 – SOAHR To Be Process Flow
- Exhibit 3 – SOAHR Preliminary Use Cases

## Attachments

- Attachment 1 – Enterprise Architecture Solution Assessment Form
- Attachment 2 – SOAHR Requirements Specifications
- Attachment 3 – Organizational Chart
- Attachment 4 – Price Tables

## **DEFINITIONS**

|                                     |                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Days                                | Means calendar days unless otherwise specified.                                                                                                                                                                                                                                                                                                                                           |
| 24x7x365                            | Means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).                                                                                                                                                                                                                                                                                    |
| Additional Service                  | Means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.                                                                                                                                                             |
| Audit Period                        | See Section 2.110                                                                                                                                                                                                                                                                                                                                                                         |
| Business Day                        | Whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.                                                                                                                                     |
| Blanket Purchase Order              | An alternate term for Contract as used in the States computer system.                                                                                                                                                                                                                                                                                                                     |
| Business Critical                   | Any function identified in any Statement of Work as Business Critical.                                                                                                                                                                                                                                                                                                                    |
| Chronic Failure                     | Defined in any applicable Service Level Agreements.                                                                                                                                                                                                                                                                                                                                       |
| Cold Backup                         | An operating system backup of the database files which takes place while the databases are shutdown.                                                                                                                                                                                                                                                                                      |
| Deliverable                         | Physical goods and/or commodities as required or identified by a Statement of Work                                                                                                                                                                                                                                                                                                        |
| DELEG                               | Department of Energy, Labor & Economic Growth                                                                                                                                                                                                                                                                                                                                             |
| MDIT/DIT                            | Michigan Department of Information Technology                                                                                                                                                                                                                                                                                                                                             |
| DMB                                 | Michigan Department of Management and Budget                                                                                                                                                                                                                                                                                                                                              |
| Environmentally preferable products | A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those that contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed. |
| Excusable Failure                   | See Section 2.244.                                                                                                                                                                                                                                                                                                                                                                        |
| Hazardous material                  | Any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).                                                                                                                                                                                           |
| Incident                            | Any interruption in Services.                                                                                                                                                                                                                                                                                                                                                             |
| ITB                                 | A generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the Request For Proposal to potential bidders                                                                                                                                                                                                                                       |
| Key Personnel                       | Any Personnel designated in Article 1 as Key Personnel.                                                                                                                                                                                                                                                                                                                                   |
| Log Archive Mode                    | When a database is set to record committed transactions which modify data (insert, update, deletes etc.) to be logged for recovery purposes.                                                                                                                                                                                                                                              |
| New Work                            | Any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.                                                                                                                                                                   |
| Ozone-depleting substance           | Any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydro chlorofluorocarbons                                                                                                        |
| Post-Consumer Waste                 | Any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.                                                                                                                       |
| Post-Industrial Waste               | Industrial by-products that would otherwise go to disposal and wastes generated after completion of a manufacturing process, but do not include internally generated scrap commonly returned to industrial or manufacturing processes.                                                                                                                                                    |
| Recycling                           | The series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.                                                                                  |
| Deleted – Not Applicable            | Section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.                                                                                                                                                                                                                                                                        |
| Reuse                               | Using a product or component of municipal solid waste in its original form more than once.                                                                                                                                                                                                                                                                                                |

|                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| RFP                                      | Request for Proposal designed to solicit proposals for services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Services                                 | Any function performed for the benefit of the State.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Source reduction                         | Any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.                                                                                                                                                                                                                                                                                                                                                                    |
| State Location                           | Any physical location where the State performs work. State Location may include state-owned, leased, or rented space.                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Subcontractor                            | A company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.                                                                                                                                                                                                                                                                                                                                                                                                             |
| Unauthorized Removal                     | Contractor's removal of Key Personnel without the prior written consent of the State.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Waste prevention                         | Source reduction and reuse, but not recycling.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Waste reduction and Pollution prevention | The practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended. |
| Work in Progress                         | A Deliverable that has been partially prepared, but has not been presented to the State for Approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Work Product                             | Refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.                                                                                                                                                                                                                                                                                                                                                      |



## **Article 1 – Statement of Work (SOW)**

### **1.000 Project Identification**

#### **1.001 Project Request**

The purpose of this Contract is to procure a Commercial-Of-The-Shelf (COTS) web-based Case Management System (CMS) for the State Office of Administrative Hearings and Rules (SOAHR) hosted by the State of Michigan. SOAHR conducted a process re-engineering project to consolidate the multiple administrative hearing processes currently in use within the State of Michigan. The goal of the new CMS is to provide comprehensive, effective and efficient statewide case referral, data management, and reporting agreed upon by all agencies/departments involved. This new process has been documented as part of the SOAHR'S re-engineering efforts. This project includes configuration and implementation of the COTS software, training, maintenance and support. Services for future enhancements will also be included.

#### **1.002 Background**

SOAHR currently provides contested case hearing services under hundreds of statutory schemes for the majority of State departments. Executive Order 2005-1 combined the functions previously completed within the agency related to case hearings and case management into the SOAHR. At present, SOAHR operates many different systems to manage intake and case management protocols ranging from fairly sophisticated Oracle-based systems to simple desktop calendars. These systems are isolated and do not share information. The goal of this effort is to replace those various systems with one system accessible by all SOAHR users.

### **1.100 Scope of Work and Deliverables**

#### **1.101 In Scope**

The scope of this Contract includes tasks to complete requested deliverables and work products following the State Unified Information Technology Environment (SUITE), Systems Engineering Methodology (SEM).  
<http://www.michigan.gov/suite>

The following provides a high level overview of the in scope work required. Section 1.104 Work & Deliverables contains the detailed descriptions.

- Verification and Validation of Business Requirements with DELEG and the Michigan Department of Information Technology (MDIT) Agency Services personnel in accordance with Business Operations
- Develop system architecture
- Software – web-based COTS package
- Services to install, integrate and implement the software including configuration, customization, modification, interfaces and testing
- Knowledge Transfer/Transition and Training for State Technical staff and Train-the trainer for 10 staff
- Documentation
- Maintenance and Support
- Enhancements for future system changes (Statement of Work hours 500 Reserved)
- Provide Warranty for 90 calendar days after the full rollout implementation

#### **1.102 Out Of Scope**

- New software developing a Case Management System.
- Hardware
- Contractor Hosting - The State of Michigan will provide the infrastructure to host the system
- Data Conversion / Data Migration – This project will not include data conversion or migration. The SOM is going to maintain the existing legacy system until the cases that are currently on that system are closed. The legacy system and the new Case Management System will be running concurrently for some period of time.



### 1.103 Environment

The links below provide information on the State's Enterprise IT policies, standards and procedures and includes security policy and procedures, IT strategic plan, eMichigan web development and the State Unified Information Technology Environment (SUITE), Systems Engineering Methodology (SEM).

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided in the Contract must comply with all applicable State IT policies and standards. The Contractor must request any exception to State IT policies and standards in accordance with MDIT processes. The State may deny the exception request or seek a policy or standards exception.

Contractor is required to review all applicable links provided below and state compliance in their response.

#### **Enterprise IT Policies, Standards and Procedures:**

<http://www.michigan.gov/dit/0,1607,7-139-34305---,00.html>

All software and hardware items provided by the Contractor must run on and be compatible with the MDIT Standard Information Technology Environment. Additionally, the State must be able to maintain software and other items produced as the result of the Contract. Therefore, non-standard development tools may not be used unless approved by MDIT. The Contractor must request, in writing, approval to use non-standard software development tools, providing justification for the requested change and all costs associated with any change. The MDIT Project Manager must approve any tools, in writing, before use on any information technology project.

Technology changes rapidly thus the Contractor may request, in writing, a change in the standard environment, providing justification for the requested change and all costs associated with any change. The MDIT Project Manager must approve any changes, in writing, and MDIT, before work may proceed based on the changed environment.

#### **Enterprise IT Security Policy and Procedures:**

<http://www.michigan.gov/dit/0,1607,7-139-34305-108216--,00.html>

#### **The State's security environment includes:**

- MDIT Single Sign-In (Per the MDIT Project Manager, this project does not require the single sign-in security environment to be used).
- MDIT provided SQL security database.
- Secured Socket Layers
- SecureID (State Security Standard for external network access and high risk Web systems)

#### **IT Strategic Plan:**

<http://www.michigan.gov/dit/0,1607,7-139-30637-135173--,00.html>

#### **IT eMichigan Web Development Standard Tools:**

[http://www.michigan.gov/documents/Look\\_and\\_Feel\\_Standards\\_2006\\_v3\\_166408\\_7.pdf](http://www.michigan.gov/documents/Look_and_Feel_Standards_2006_v3_166408_7.pdf)

#### **The State Unified Information Technology Environment (SUITE):**

Includes standards for project management, systems engineering, and associated forms and templates – must be followed: <http://www.michigan.gov/suite> . It is mandatory that the contractor understand and adopt the SUITE, SEM and PMM processes and templates in its daily work practices.

**See Attachment 1 - Enterprise Architecture Solution Assessment Form for technical environment required to meet Contractor's solution.**



#### **1.104 Work and Deliverables**

Contractor shall provide Deliverables/Services and staff, and otherwise do all things necessary for the implementation of the Case Management System, including configuration, customization, and interfaces/integration.

The Contractor shall provide a web-based Commercial-Off-the-Shelf (COTS) product that can be configured and customized to meet the requirements contained in the SOAHR Requirement Specifications (Attachment 2), SOAHR Preliminary Use Cases (Exhibit 3), and SOAHR To-Be Process Flow (Exhibit 2). The COTS solution must use Windows standards for common functions including, but not limited to, navigation, printing, etc. COTS Licensing is defined in Attachment 4, Table 9: COTS Licenses (Modules and Licenses).

Analysis of the Business Requirements – The Contractor shall:

- c. Verify and validate the SOAHR Requirement Specifications (Attachment 2).
- d. Verify and validate SOAHR Preliminary Use Cases (Exhibit 3) and identify alternate flows in conjunction with SOAHR To-Be-Process Flow (Exhibit 2).
- e. Clarify any unclear or ambiguous requirements which could have an impact on the implementation of the system. The requirements validation activities must include, but are not limited to:
  - i. Review and analysis of current SOAHR business operations.
  - ii. SOAHR Data requirements
  - iii. Network WAN, LAN, and telecommunications requirements
  - iv. Hardware and operating system requirements and technical specifications.

The Contractor shall roll out the Case Management System in phases. The first rollout will include one to three legacy systems containing multiple agencies with similar processes and shall be installed and in operation for Phase 1 users not later than 114 calendar days from Contract Orientation Meeting date after execution of the Contract. The Contractor shall, in cooperation with MDIT and SOAHR staff, provide 100% of the services for the first rollout of up to 60 SOAHR and MDIT users. The Contractor will transfer sufficient knowledge such that MDIT and SOAHR staff will be able to contribute 50% of the effort for the Phase 2 rollout of up to 100 UIA users, and 90% of the effort for the subsequent Phase 3 rollouts to DCH/DHS users. The Contractor's Project Plan shall propose how to work with the MDIT and SOAHR staff to accomplish these phases. The 90 day warranty period must commence immediately after the system is fully operational for all three (3) phases.

#### **Contract Deliverable(s):**

- Contractor shall submit a Detailed Project Plan within 14 calendar days of the Contract Orientation Meeting. See Section 1.301 Project Plan Management for detailed requirements on the Project Plan.
- Contractor will deliver a Detailed Business Requirements Document to the MDIT and SOAHR Project Managers for review and approval.

#### **Acceptance of Contract Deliverables**

- Criteria are sited in Section 1.500 Acceptance.
- Contract Orientation Meeting will be scheduled and held with appropriate MDIT, SOAHR and Evans Caseload staff in attendance within 14 calendar days of the contract execution date.
- The mutually agreed upon timeframe for MDIT to review Document Deliverables will be defined during the Contract Orientation Meeting for inclusion in the Detailed Project Plan.

#### **IMPLEMENTATION AND TESTING**

Prior to implementation, the Contractor shall be responsible for monitoring progress against a detailed Installation Plan to ensure that each task is completed accurately and on schedule. Contractor must also have a Communication Plan to provide status and escalate issues to the State Project Managers.

During the first phase of the project, an Implementation Project Team (IPT) will be named with up to 6 SOAHR Representatives representing both business and technical areas. The IPT will be trained on the basic system by the Contractor. The Contractor will then lead the IPT through exercises and interviews to establish a preliminary configuration of the software.



Contractor shall prepare a Testing Plan to ensure that the requirements are satisfied and to validate the results. All test errors must be corrected, implemented and tests re-executed in their entirety as mutually agreed.

The IPT is responsible for User Acceptance Testing (UAT). The SOAHR Project Manager will not accept the product and sign-off until acceptance testing has been successfully completed.

Contractor shall provide support for the duration of the UAT. This support must include both business and technical assistance. The testing process will include the ability to provide for a complete test cycle. Contractor shall support the UAT by:

- Monitoring system performance.
- Investigating why data was not processed.
- Monitoring computer resource usage.
- Participating in problem review meetings.
- Investigating problems and identifying potential problems.
- Answering user questions about the system.
- Investigating and ensuring user access to the system in the UAT environment.
- Generally helping the users execute tests and review results.

Contractor shall, in cooperation with MDIT staff, test the backup and restore processes following application acceptance testing, to ensure that the system does function accurately and effectively.

At the completion of each project phase, Contractor will conduct a Phase Review meeting with all relevant parties to discuss successful / unsuccessful aspects of the project phase. Contractor will document these discussions and develop a plan of action for each documented item.

## **INTEGRATION**

Contractor's system must be able to interface with the Unemployment Insurance Agency (UIA) system. Contractor must develop a shared service interface to the UIA Case Management system. The required data fields are listed in Exhibit 1, UIA Interface Fields.

Contractor's Case Management System must interface to Microsoft Outlook for notifications and scheduling. See the attached SOAHR Requirement Specifications (Attachment 2) for the scheduling requirements.

Contractor, in cooperation with MDIT and SOAHR staff, shall coordinate activities, discuss status, resolve issues, coordinate implementation with training, plan the transition from the existing workflow to the new one, and provide onsite post-implementation help to resolve workflow and application issues.

## **WARRANTY**

Contractor will provide a 90 calendar day warranty from the date the relevant application components are deployed in production environment. During the warranty period, contractor will correct any defective element of the application that fails to perform in accordance with the requirements as defined in the approved requirement specifications and associated technical design.

### **Contract Deliverables**

- Installation and implementation to the COTS software
- Integration / Interface with Unemployment Insurance Agency System
- Integration / Interface with the Microsoft Exchange Server
- Customization of the COTS as needed
- Test plan, scripts and results
- 90 days warranty

### **Acceptance of Contract Deliverables**

- Criteria are sited in Section 1.500 Acceptance.

## **TRAINING**

Contractor must provide a separate training environment to run simultaneously with the production environment and shall develop and maintain base data for all training activities and provide on-site training for the following:



- Train-the-Trainer training – approximately 10-15 trainers at one location in Lansing, Michigan to be trained in a single class of one or more session days.
- Technical staff training - to configure the applications including establishing databases and interfaces, customization, and upgrading the customized software.
- System Administration training for the staff that will be responsible for ongoing maintenance and administration of the system, including security.

Upgrades and new versions to the system that affect end-user functionality will include online training at no additional cost to members of the Implementation Project Team (IPT). At least one 2 hour training class of real-time instruction will be announced and provided at no additional cost within 90 days of a software upgrade release date by the Contractor. The training materials will be general in nature, related to the most recent software upgrade, and may not follow the SOM operational procedures. The training classes may be attended by other Contractor clients outside the SOM.

### **Training Materials**

The Contractor shall provide User Manuals to be used during the classroom session. Manuals should include curriculum by functionality, with sufficient examples to accomplish the stated training objective of assuring that end users gain the skills necessary to perform their job functions in the new Case Management System. In addition, Contractor shall also provide:

- Editable electronic version of all end user training materials in SOM standard software
- A hardcopy of the training material for each attendee of the "Train-the-Trainer" session
- Any other necessary training aids such as presentation outlines and audio-visual materials.

The Contractor's Training Plan and approach shall include training on how to effectively use the Online User Aids described below.

**Online User Aids** - The Contractor shall produce Online User Aids, including web page and field help, and an Online User Interface Guide. The Online User Interface Guide must be delivered in electronic format only, but be printable by the end user if desired. The Contractor will design and develop the Online User Interface Guide and include:

- Features most used in the Case Management System ,
- Features hardest to understand,
- Problems most significant to the end user,
- Features that cause the most calls to the help desk,
- Features that would potentially result in less training required, supplementing the training already received,
- Simulations to help the user do a task.

The guide shall:

- Address the usage of the system from a business process (workflow) perspective, describing how to accomplish business processes associated with the new system.
- Be easy to use by enabling users to quickly locate the particular help they need with options such as "how do I?" and step-by-step procedures.
- Be scenario-based for end users.
- Be available in conjunction with UAT tasks to allow for testing of the user instructions in parallel to the software.

All training manuals, the Training Plan and other documentation prepared within the scope of the Contract and written specifically for the the Contract will become the property of the State.

### **Contract Deliverable(s)**

- A separate Training environment to operate simultaneously with the production environment.
- Train-the-Trainer session for 10-15 trainers.
- Technical Training for MDIT staff.



- Training Materials.
- Training Plan

**Acceptance of Contract Deliverables**

- Criteria are cited in Section 1.500 Acceptance.

**DOCUMENTATION**

The Contractor shall produce and update technical documentation including system documentation (i.e., Operations Manual) and application programming interface (API) documentation. Final versions of these documents are due before implementation as well as at interim time periods as agreed upon by the Contractor and the State's Project Managers.

The Contractor must develop and submit for State' Project Managers approval complete, accurate, and timely system, operations, and user documentation. The Contractor must notify the State' Project Managers of any discrepancies or errors outlined in the system, operations, and user documentation.

Physical Data Model - The Contractor shall provide the State with the Physical Data Model represented in a series of letter-sized pages depicting the business and administration areas which are commonly used for reporting and data analysis. Each Physical Data Model will identify tables, views, columns, and relationships.

Data Dictionary - The Contractor shall provide the State with a Data Dictionary of the database schema.

**Contract Deliverable(s)**

- User manuals – twenty-five (25) hard copies and one (1) electronic copy.
- Technical manuals - One (1) hard copy and one (1) electronic copy of the following documentation shall be provided:
  - o Data Dictionary
  - o Operations Manual
  - o Physical Data Model
- All updates of documentation during the term of the Contract, software license and maintenance agreement

**Acceptance of Contract Deliverables**

- Criteria are cited in Section 1.500 Acceptance.

**MAINTENANCE AND SUPPORT**

**Maintenance and Reconfiguration Activities**

Contractor shall provide software maintenance and reconfiguration activities related to the software maintenance. System Maintenance refers to regular and routine work performed by the Contractor on the CMS software. System Maintenance shall include any work required to correct defects in the system operation and any routine file maintenance to update any information required for operation of the system (data changes, constructing new edits, investigating batch job failures, investigating and correcting application defaults, repairing jobs run incorrectly, repairing problems due to system software failures, repairing problems due to operator or schedule error, rectifying problems due to web page, program, object, class, scripts, control language, or database errors, repairing security problems, repairing and restoring corrupted files, table structures, and databases, rectifying incorrect documentation, and repairing problems due to jobs run with incorrect data).

Contractor shall provide System Maintenance, enhancements and support services to include:

- 8:00 A.M. – 6 P.M. EST support for calls from SOAHR or MDIT staff. Response must be within 30 minutes during regular business hours and within 30 minutes after the start of the next business day for response to "after hours" support calls.
- Adaptive and preventative maintenance assistance to SOAHR or MDIT staff after normal business hours, as necessary and scheduled.
- Downloadable software patches and releases for use by SOAHR or MDIT staff.



- Access to downloaded version of updated documentation for use by SOAHR or MDIT staff.

The Contractor shall assist SOAHR or MDIT staff with System Maintenance for the component parts of the system after its implementation. If the Contractor considers that any change requested by SOAHR or MDIT constitutes a system enhancement which includes changes to the system that are necessary to meet new State or Federal requirements or technology requests by MDIT, Contractor must advise the SOAHR or MDIT Project Manager in writing that the Contractor considers the request a system enhancement (See Section 1.400 for processing).

#### **Adaptive and Preventive Maintenance Activities**

Adaptive and preventive maintenance refers to upgrades to the system due to technical changes to system components to keep the system maintainable, including the following services:

- Upgrades or patches of the application server, Windows components, java virtual machine, operating system, RDMBS, or other system and application software.
- Software modifications and upgrades necessary because of expiring vendor support.
- Hardware, database, or application conversions that do not modify user functionality.
- One-time loads or reformats of user data.
- Report distribution changes.
- Disaster recovery plan activities.

The changes should be transparent to the user. Adaptive release changes shall be performed on an as needed basis. For major upgrades requiring a more significant amount of time to develop, test, and implement, the changes should be completed as part of a development release or a quarterly release, not to exceed a 12 month period.

#### **Performance Maintenance Activities**

Performance maintenance refers to activities to improve the performance of the application. Performance maintenance includes the following services:

- Improve the performance, maintainability, or other attributes of an application system.
- Data table restructuring.
- Data purges and or archiving to reduce/improve data storage.
- Run time improvements.
- Replace utilities to reduce run time.
- Potential problem correction.
- Data set expansions to avoid space problems.

The Contractor shall provide assistance to SOAHR or MDIT staff to perform performance maintenance activities. Performance maintenance changes will be performed on an as needed basis or, for major changes requiring significantly more time to develop, test, and implement, the changes should be completed as part of a development release or quarterly release, not to exceed a 12 month period. Activities that typically can be completed independent of a production release (e.g., data set expansions, data purges) may be completed on a more frequent basis (e.g., daily or weekly).

- All maintenance will be performed by qualified personnel who are familiar with the system.
- The Contractor will provide backup software maintenance resources.
- The Contractor will provide for escalation of maintenance issues to ensure critical issues are resolved.
- The Contractor will provide remote diagnostic capabilities.
- The Contractor will provide single point of contact to report system malfunction whether malfunction is due to software or is of unknown origin. The Contractor will then be responsible for providing the appropriate remedy. Time-critical issues should also be sent to the Contractor's support desk in addition to the single point of contact.
- The Contractor will make maintenance of the system available from the Contractor on an annually renewable Contract basis.
- For the first year and all subsequent Contract years, the Contractor will provide the following services for the system, commencing upon installation of the deliverable(s):



- o Error Correction. Upon notice by State of a problem with the system (that can be verified), the Contractor shall use reasonable efforts to correct or provide a working solution for the problem.
- o The Contractor shall notify the State of any material errors or defects in the deliverables known, or made known to the Contractor from any source during the Contract term that could cause the production of inaccurate or otherwise materially incorrect, results.
- o The Contractor shall initiate actions, as may be commercially necessary or proper to effect corrections of any such errors or defects.

**Contract Deliverables**

The maintenance period will commence immediately after the 90-day warranty period following official acceptance of the system by the SOM.

**Acceptance of Contract Deliverables**

- Criteria are cited in Section 1.500 Acceptance.

**KNOWLEDGE TRANSFER/TRANSITION AND IMPLEMENTATION**

Contractor shall train the SOAHR or MDIT staff to take over routine support for application software. The Contractor must implement the turnover process, consistent with the approved Turnover Plan.

Throughout the project, the Contractor will provide a series of monthly progress reports on the activities, issues, and progress in knowledge transfer for the SOAHR or MDIT employees.

Contractor shall prepare and submit a Turnover Plan due no later than 90 calendar days prior to the final Statewide Implementation Date for the new system. The Turnover Plan should include:

- Responsibilities of the respective parties (SOAHR, MDIT and Contractor) for each system area.
- Proposed transition schedule to State staff.
- Level of resources required after transition.
- Backup plan for any failed transfers.
- Proposal for Contractor maintenance after the Transition Phase is complete.
- Training for MDIT Client Service Center (Help Desk) staff based on the Help Desk processes and scripts.
- Complete training and operations testing for State business users.
- Review all aspects of system operations with State managers to assure State resources are prepared for initial operations.

This implementation will begin with an updated Turnover Plan to the State confirming the steps and requisite responsibilities for transferring the daily business operation to State staff.

Contractor must submit a Final Turnover Report to the State's Project Managers 60 calendar days prior to the termination of the Transition Phase for the new system. The Final Turnover Report should include:

- Training provided to each business area.
- Any risks and proposed remediation for continued SOAHR operation of the business areas after the Transition Phase.
- Level of State business resources required after transition.
- Describe the successes and any deficiencies in State operation of the system during the Transition Phase.

The Contractor must file a summary Knowledge Transfer Report no later than 60 calendar days prior to the termination of the Transition Phase describing the knowledge transfer process, the accomplishments, and any obstacles to MDIT's assumption of full responsibility for the system at the termination of the Transition Phase. The content should include:

- Training provided to each technical area.
- Any necessary corrective action or remediation taken.



- Risks in State assumption of operation.

Updated Application Source Code Artifacts – The Contractor will follow the agreed upon procedures to modify, test, and implement code. (Refer to ITB Section #2.331 Source Code Escrow)

Updated Documentation - The Contractor must update any documentation that has been previously created by the Contractor to reflect the updated and enhanced functionality of the application/system. The Contractor must provide updated versions of all systems, user, training, and operations documentation prior to the implementation date. Documentation must meet all requirements of the approved Documentation Standards Plan and be provided in electronic and hard copy, if requested by State. Documentation includes:

- Complete system documentation.
- User manuals (administrator and authorized user).
- Training manuals.
- Glossary
- Updates to the Help Desk Guide to reflect new functionality as it is released.
- All operations procedures not covered in a user manual and requested by the State.

Other Transition Activities –

- The Contractor's technical staff provides application software maintenance and automated file transfers, as defined in the Turnover Plan and agreed upon by the Project Managers.
- The Contractor's technical staff performs software enhancements and configuration changes pursuant to approved change orders from the State.
- The Contractor's technical staff provides any formal training and "Hands-On" experience in the transfer system software
- Technical training for State individuals who will be working with the services contractor to configure the applications including establishing databases and interfaces, customization, and upgrading the customized software.
- System administration training for State personnel who will be responsible for ongoing maintenance and administration of the system, including security.

#### **Contract Deliverables:**

- Updated Turnover Plan
- Final Turnover Report
- Knowledge Transfer Report
- Updated Application Source Code Artifacts – The Contractor will follow the agreed upon procedures to modify, test, and implement code. (Refer to ITB Section #2.331 Source Code Escrow)
- Updated Documentation

#### **Acceptance of Contract Deliverables**

- Criteria are sited in Section 1.500 Acceptance.

#### **ADDITIONAL SERVICES – RESERVE BLOCK OF HOURS**

The Contract contains a reserve block of 500 hours to facilitate scope change, system enhancements and other work that may not have been anticipated at time of contracting. System enhancements and scope changes include modifications to the system necessary to meet New State or Federal policy requirements and regulations; New Technology requested by the State and New or updated interfaces requested by the State.

The State will submit a Statement of Work (SOW) to the Contractor for the work requested and the Contractor will provide a written price proposal. Upon review and approval by the MDIT Project Manager, a Purchase Order release will be issued to the Contractor for the project to begin. The hourly rates will be as per the Price Tables in Attachment 4.



## **1.200 Roles and Responsibilities**

### **1.201 Contractor Staff, Roles, and Responsibilities**

The Contractor must identify a Single Point of Contact (SPOC). The duties of the SPOC shall include, but not be limited to:

- Supporting the management of the Contract,
- Facilitating dispute resolution
- Advising the State of performance under the terms and conditions of the Contract.

The State reserves the right to require a change in the current SPOC if the assigned SPOC is not, in the opinion of the State, adequately serving the needs of the State.

#### ***Key Personnel - Project Manager & Technical Lead***

All Key Personnel are subject to the State's interview and approval including substitutions. The State has identified the *Project Manager and Technical Lead* as key personnel for this project. The *Project Manager* shall interact with the designated MDIT/SOHR personnel to ensure a smooth transition to the new system. The *Project Manager and Technical Lead* must coordinate all activities of the Contractor personnel assigned to the project and create all reports required by State. The Contractor's *Project Manager and Technical Lead* responsibilities include, at a minimum:

- Manage all defined Contractor responsibilities in this Scope of Services.
- Manage Contractor's subcontractors, if any
- Develop the project plan and schedule, and update as needed
- Serve as the point person for all project issues
- Coordinate and oversee the day-to-day project activities of the project team
- Assess and report project feedback and status
- Escalate project issues, project risks, and other concerns
- Review all project deliverables and provide feedback
- Proactively propose/suggest options and alternatives for consideration
- Utilize change control procedures
- Prepare project documents and materials
- Manage and report on the project's budget

The Contractor will provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work.

The Contractor must provide and maintain an Organizational Chart indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for the work (Attachment 3).

Contractor must provide a list of all subcontractors, including firm name, address, contact person, and a complete description of the work to be contracted. Include descriptive information concerning subcontractor's organization and abilities.

**Travel Expenses - No travel or expenses will be reimbursed. This includes hotel, mileage, meals, parking, and travel costs related to training provided to the State by Contractor. Travel time will not be reimbursed.**

#### **Additional Security and Background Check Requirements:**

Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project.

In addition, proposed Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, if required by project.

Contractor will pay for all costs associated with ensuring their staff meets all requirements.



### 1.202 State Staff, Roles, and Responsibilities

The State project team will consist of Executive Subject Matter Experts (SME's), project support, and a MDIT and SOAHR Project Manager:

The **Executive Subject Matter Experts** represent the various business units and will provide the vision for the business design and how the application shall provide for that vision. The Executive SME's shall be available on an as needed basis and will be empowered to:

- Resolve project issues in a timely manner
- Review project plan, status, and issues
- Resolve deviations from project plan
- Provide acceptance sign-off
- Utilize change control procedures
- Ensure timely availability of State resources
- Make key implementation decisions, as identified by the Contractor's project manager, within 48-hours of their expected decision date.

| Name          | Agency/Division | Title              | Phone/e-mail |
|---------------|-----------------|--------------------|--------------|
| Peter Plummer | SOAHR           | Executive Director |              |
| Mike Zimmer   | SOAHR           | Deputy Director    |              |

The State is designating two (2) **Project Managers** responsible for the State's infrastructure and coordinate with the Contractor in determining the system configuration. The State's Project Managers will provide the following services:

- Provide State facilities, as needed
- Coordinate the State resources necessary for the project
- Facilitate coordination between various external Contractors
- Facilitate communication between different State departments/divisions
- Provide acceptance and sign-off of deliverable/milestone
- Review and sign-off of timesheets and invoices
- Resolve project issues
- Escalate outstanding/high priority issues
- Utilize change control procedures
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Document and archive all important project decisions
- Arrange, schedule and facilitate State staff attendance at all project meetings.

| Name          | Agency/Division | Title           |
|---------------|-----------------|-----------------|
| Paul Koons    | MDIT            | Project Manager |
| Carla Lechler | SOAHR           | Project Manager |

The State assigned a **Contract Administrator** to the Contract whose duties shall include, but not be limited to, supporting the management of the Contract.

| Name          | Agency/Division                 | Title                  |
|---------------|---------------------------------|------------------------|
| Sara Williams | MDIT/Bureau of Strategic Policy | Contract Administrator |

The State will provide the resources for the Contractor's use on this project to include Work space, Desk, Telephone, PC workstation, Printer and Access to copiers and fax machine. PC workstations will have network access to application servers and the internet.



### **Location of Work**

Installation and implementation will be at the State of Michigan data center in Lansing, Michigan. All testing with State of Michigan data will be done on the State of Michigan network within the State of Michigan firewall. All other work shall be performed at the State of Michigan location or the Contractor's site as mutually agreed.

### **Hours of Operation:**

Normal State working hours are 8:00 a.m. to 5:00 P.M. EST, Monday through Friday, with work performed as necessary after those hours to meet project deadlines. The State reserves the right to modify the work hours in the best interest of the project. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay. No overtime will be authorized or paid.

## **1.300 Project Plan**

### **1.301 Project Plan Management**

#### **Project Plan**

Contractor shall provide a Project Plan created with Microsoft Project including necessary time frames and deliverables for the various stages of the project and the responsibilities and obligations of both the Contractor and the State. In particular, the Project Plan will provide:

- A description of the deliverables to be provided under this contract.
- Target dates and critical paths for the deliverables.
- Identification of roles and responsibilities, including the organization responsible. Contractor is to provide a roles and responsibility matrix.
- A schedule and Gantt chart (for all project tasks, subtasks, and activities), milestones, and deliverables.
- The labor, hardware, materials and supplies required to be provided by the State in meeting the target dates established in the Preliminary Project Plan.
- Originally scheduled start and end dates for all tasks, subtasks, and activities (including milestones and deliverables).
- Anticipated start dates for future tasks, subtasks, and activities.
- Anticipated end dates for all current and future tasks, subtasks, and activities.
- Internal milestones
- Task durations
- Contractor and State resources for all tasks, subtasks, and activities that exist as line items within the Project Plan.

The Project Plan shall include the following deliverable/milestones for which payment shall be made.

- Payment to the Contractor will be made upon the completion and acceptance of the deliverable or milestone, not to exceed contractual costs of the phase. A milestone is defined as complete when all of the deliverables within the milestone have been completed.
- Failure to provide deliverable/milestone by the identified schedule date may be subject to liquidated damages.

#### **Orientation Meeting**

Within 14 calendar days from execution of the Contract, the Contractor will be required to attend an orientation meeting to discuss the content and procedures of the Contract. The meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.



### **Performance Review Meetings**

The State will require the Contractor to attend monthly meetings, at a minimum, to review the Contractor's performance under the Contract. The meetings will be held in Lansing, Michigan, or by teleconference, as mutually agreed by the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

### **Project Control**

The Contractor will carry out this project under the direction and control of MDIT and the SOAHR. Within 14 calendar days of the Contract Orientation Meeting, the Contractor will submit the project plan to the State Project Manager(s) for final approval. This project plan must be in agreement with Article 1, Section 1.104 Work and Deliverables, and must include the following:

- The Contractor's project organizational structure.
- The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
- The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each.
- The time-phased plan in the form of a graphic display showing each event, task and decision point in the WBS.

The Contractor will manage the project in accordance with the State Unified Information Technology Environment (SUITE) methodology, which includes standards for project management, systems engineering, and associated forms and templates which is available at <http://www.michigan.gov/suite>

Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards.

Contractor will use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract. The tool shall have the capability to produce:

- Staffing tables with names of personnel assigned to Contract tasks.
- Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each (including detailed plans for all Services to be performed within the next 10 to 14 calendar days, updated semi-monthly).
- Updates must include a revised estimate to complete.
- Graphs showing critical events, dependencies and decision points during the course of the Contract.

Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards.

### **1.302 Reports**

Reporting formats must be submitted to the State's Project Managers for approval within 10 to 14 business days after the execution of the Contract. Once both parties have agreed to the format of the report, it shall become the standard to follow until the final implementation is complete and the warranty period has expired.

Bi-Weekly Project Status to include:

- Summary of activity during the report period
- Accomplishments during the report period
- Deliverable status
- Schedule status
- Action Item status
- Issues
- Change Control



## **1.400 Project Management**

### **1.401 Issue Management**

An issue is an identified event that if not addressed may affect schedule, scope, quality, or budget.

The Contractor shall maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the State's Project Manager on an agreed upon schedule, with email notifications and updates. The issue log must be updated and must contain the following minimum elements:

- Description of issue
- Issue identification date
- Responsibility for resolving issue.
- Priority for issue resolution (to be mutually agreed upon by the State and the Contractor)
- Resources assigned responsibility for resolution
- Resolution date
- Resolution description

Issues shall be escalated for resolution from level 1 through level 3, as defined below:

Level 1 – Business leads

Level 2 – Project Managers

Level 3 – Executive Subject Matter Experts (SME's)

### **1.402 Risk Management**

A risk is an unknown circumstance or event that, if it occurs, may have a positive or negative impact on the project.

The Contractor is responsible for establishing a risk management plan and process, including the identification and recording of risk items, prioritization of risks, definition of mitigation strategies, monitoring of risk items, and periodic risk assessment reviews with the State.

A risk management plan format shall be submitted to the State for approval within twenty (20) business days after the effective date of the contract resulting from the upcoming RFP. The risk management plan will be developed during the initial planning phase of the project, and be in accordance with the State's PMM methodology. Once both parties have agreed to the format of the plan, it shall become the standard to follow for the duration of the contract. The plan must be updated bi-weekly, or as agreed upon.

The Contractor shall provide the tool to track risks. The Contractor will work with the State and allow input into the prioritization of risks.

The Contractor is responsible for identification of risks for each phase of the project. Mitigating and/or eliminating assigned risks will be the responsibility of the Contractor. The State will assume the same responsibility for risks assigned to them.

### **1.403 Change Management**

Change management is defined as the process to communicate, assess, monitor, and control all changes to system resources and processes. The State also employs change management in its administration of the Contract.

If a proposed contract change is approved by the Agency, the Contract Administrator will submit a request for change to the Department of Management and Budget, Purchasing Operations Buyer, who will make recommendations to the Director of Purchasing Operations regarding ultimate approval/disapproval of change request. If the DMB Purchasing Operations Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the Purchasing Operations Buyer will issue an addendum to the Contract, via a Contract Change Notice. **Contractor risks non-payment for products and/or services provided prior to the issuance of a Contract Change Notice by the DMB Purchasing Operations.**



The Contractor must employ change management procedures to handle such things as “out-of-scope” requests or changing business needs of the State while the migration is underway.

The Contractor will employ the change control methodologies to justify changes in the processing environment, and to ensure those changes will not adversely affect performance or availability.

### **1.500 Acceptance**

#### **1.501 Criteria**

The following is standard acceptance criteria for document and software deliverables. Any specific criteria, processes and/or procedures required by the agency for each deliverable/milestone should be identified in Section 1.104 Work and Deliverables.

#### **Document Deliverables**

6. Documents are dated and in electronic format, compatible with State of Michigan software in accordance with Article 1.302.
7. Requirements documents are subject to change control, reviewed and updated in accordance with change management processes throughout the development process to assure approved requirements are delivered in the final product.
8. Draft documents are not accepted as final deliverables.
9. The documents will be reviewed and accepted in accordance with the requirements of the Contract and Appendices.
10. SOAHR and MDIT will review documents within a mutually agreed upon timeframe.
  - d. Approvals will be written and signed by SOAHR and MDIT Project Managers.
  - e. Issues will be documented and submitted to the Contractor.
  - f. After issues are resolved or waived, the Contractor will resubmit documents for approval within 30 days of receipt.

**Software Deliverables** - Software includes, but is not limited to, software product, development tools, support tools, data migration software, integration software, and installation software.

1. Beta software is not accepted as final deliverable.
2. The software will be reviewed and accepted in accordance with the requirements of the contract.
3. SOAHR and MDIT will review software within a mutually agreed upon timeframe for acceptance of functionality, usability, installation, performance, security, standards compliance, backup/recovery, and operation.
  - d. Approvals will be written and signed by SOAHR and MDIT Project Managers.
  - e. Unacceptable issues will be documented and submitted to the Contractor.
  - f. After issues are resolved or waived, the Contractor will resubmit software for approval within 30 days of receipt.
4. Software is installed and configured, with assistance from SOAHR and MDIT, in an appropriate environment (e.g. development, conversion, QA testing, UAT testing, production, and training).
5. Contingency plans, de- installation procedures, and software are provided by the Contractor and approved by SOAHR and MDIT Project Managers.
6. Final acceptance of the software will depend on the successful completion of User Acceptance Testing (UAT).
7. Testing will demonstrate the system's compliance with the requirements of the RFP. At a minimum, the testing will confirm the following:
  - c. Functional - the capabilities of the system with respect to the functions and features described in the RFP.
  - d. Performance - the ability of the system to perform the workload throughput requirements. All problems should be completed satisfactorily within the allotted time frame.



8. SOAHR and MDIT will review test software, data, and results within a mutually agreed upon timeframe.
  - d. Approvals will be written and signed by SOAHR and MDIT Project Managers.
  - e. Unacceptable issues will be documented and submitted to the Contractor.
  - f. After issues are resolved or waived, the Contractor will resubmit test software, data and results for approval within 30 days of receipt.
9. SOAHR and MDIT will review software license agreements within a mutually agreed upon timeframe.
  - a. Approvals will be written and signed by SOAHR and MDIT Project Managers.
  - b. Unacceptable issues will be documented and submitted to the Contractor.
  - c. After issues are resolved or waived, the Contractor will resubmit the license agreement for approval and final signature by the authorized State signatory within 30 days of receipt
11. Software source code work made for hire by the State, where applicable, is reviewed by SOAHR and MDIT within a mutually agreed upon timeframe for readability, structure, and configuration management.
  - d. Approvals will be written and signed by SOAHR and MDIT Project Managers.
  - e. Unacceptable issues will be documented and submitted to the Contractor.
  - f. After issues are resolved or waived, the Contractor will resubmit source code for approval.

#### **1.502 Final Acceptance**

Final acceptance is expressly conditioned upon completion of ALL deliverables/milestones, completion of ALL tasks in the project plan as approved, completion of ALL applicable inspection and/or testing procedures, and the certification by the State that the Contractor has met the defined requirements.

### **1.600 Compensation and Payment**

#### **1.601 Compensation and Payment**

Price Clause: Firm-Fixed-price deliverable basis Contract. See attached Price Tables – see Attachment 4.

The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract. Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.

#### **Invoicing**

Contractor will submit properly itemized invoices to “Bill To” Address on Purchase Order. Invoices must provide and itemize, as applicable:

- Contract number
- Purchase Order number
- Contractor name, address, phone number, and Federal Tax Identification Number
- Description of any commodities/hardware, including quantity ordered
- Date(s) of delivery and/or date(s) of installation and set up
- Price for each item, or Contractor’s list price for each item and applicable discounts
- Maintenance charges
- Net invoice price for each item
- Shipping costs
- Other applicable charges
- Total invoice price
- Payment terms, including any available prompt payment discount



The State may pay maintenance and support charges on a monthly basis, in arrears. Payment of maintenance service/support of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

Incorrect or incomplete invoices will be returned to Contractor for correction and reissue.

**1.602 Holdback – Deleted NA**



## Article 2, Terms and Conditions

### 2.000 Contract Structure and Term

#### **2.001 Contract Term**

This Contract is for a period of five (5) years beginning April 12, 2010 through April 11, 2015. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

#### **2.002 Options to Renew**

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to five (5) additional one-year year periods for maintenance.

#### **2.003 Legal Effect**

Contractor shall show acceptance of this Contract by signing two copies of the Contract and returning them to the Contract Administrator. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

#### **2.004 Attachments & Exhibits**

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

#### **2.005 Ordering**

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

#### **2.006 Order of Precedence**

The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract, which may be modified or amended only by a formal Contract amendment.



## **2.007 Headings**

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

## **2.008 Form, Function & Utility**

If the Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

## **2.009 Reformation and Severability**

Each provision of the Contract is severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

### **2.010 Consents and Approvals**

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

## **2.011 No Waiver of Default**

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

## **2.012 Survival**

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section

### **2.020 Contract Administration**

## **2.021 Issuing Office**

This Contract is issued by the Department of Management and Budget, Purchasing Operations and the Department of Information/Department of Energy, Labor and Economic Growth (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. The Purchasing Operations Contract Administrator for this Contract is:

Dale N. Reif  
Purchasing Operations  
Department of Management and Budget  
Mason Bldg, 2nd Floor  
530 W. Allegan  
PO Box 30026  
Lansing, MI 48909  
reifd@michigan.gov  
(517) 373-3993



## 2.022 Contract Compliance Inspector

The Director of Purchasing Operations directs the person named below, or his or her designee, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. Monitoring Contract activities does not imply the authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract. Purchasing Operations is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract. The Contract Compliance Inspector for this Contract is:

Sara Williams  
Department of Information Technology  
300 E. Michigan Avenue  
Lansing, MI 48913  
Email: Williamss11@michigan.gov  
Phone: (517)335.1277

## 2.023 Project Manager

The following individual will oversee the project:

MDIT Project Manager is Paul Koons  
Department Of Information Technology  
Email: Koonsp@michigan.gov  
Phone: (517)636.6306

DELEG Project Manager is Carla Lechler  
Department Energy, Labor & Economic Growth  
Email: [LechlerC1@michigan.gov](mailto:LechlerC1@michigan.gov)  
Phone: (517)241-4349

## 2.024 Change Requests

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the Services/Deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the State requests or directs the Contractor to perform any Services/Deliverables that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly, and before commencing performance of the requested activities, that it believes the requested activities are New Work. If the Contractor fails to notify the State before commencing performance of the requested activities, any such activities performed before the Contractor gives notice shall be conclusively considered to be in-scope Services/Deliverables, not New Work.

If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such services or providing such deliverables, the Contractor shall notify the State in writing that it considers the services or deliverables to be an Additional Service/Deliverable for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable. If the Contractor does so notify the State, then such a service or deliverable shall be governed by the Change Request procedure in this Section.

In the event prices or service levels are not acceptable to the State, the Additional Services or New Work shall be subject to competitive bidding based upon the specifications.

### (1) Change Request at State Request

If the State should require Contractor to perform New Work, Additional Services or make changes to the Services that would affect the Contract completion schedule or the amount of compensation due



- Contractor (a "Change"), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a "Change Request").
- (2) Contractor Recommendation for Change Requests:  
Contractor shall be entitled to propose a Change to the State, on its own initiative, should it be of the opinion that this would benefit the Contract.
  - (3) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal will include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.
  - (4) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").
  - (5) No proposed Change must be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Purchasing Operations.
  - (6) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

## 2.025 Notices

Any notice given to a party under the Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail or Canada Post, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

State:

State of Michigan  
Purchasing Operations  
Attention: Dale N. Reif  
PO Box 30026  
530 West Allegan, 2<sup>nd</sup> Floor  
Mason Building  
Lansing, Michigan 48909

Contractor:

Evans CaseLoad Inc.  
2152 Danforth Avenue, Suite 200  
Toronto, ON M4C 1K3

Either party may change its address where notices are to be sent by giving notice according to this Section.

## 2.026 Binding Commitments

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the Contract. Contractor may change the representatives from time to time upon written notice.



## **2.027 Relationship of the Parties**

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors must be or must be deemed to be an employee, agent or servant of the State for any reason. Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

## **2.028 Covenant of Good Faith**

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

## **2.029 Assignments**

Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one entity continues.

If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

## **2.030 General Provisions**

### **2.031 Media Releases**

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

### **2.032 Contract Distribution**

Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

### **2.033 Permits**

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.



#### **2.034 Website Incorporation**

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

#### **2.035 Future Bidding Preclusion**

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP; it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP

#### **2.036 Freedom of Information**

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

#### **2.037 Disaster Recovery**

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

### **2.040 Financial Provisions**

#### **2.041 Fixed Prices for Services/Deliverables**

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

#### **2.042 Adjustments for Reductions in Scope of Services/Deliverables**

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

#### **2.043 Services/Deliverables Covered**

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

#### **2.044 Invoicing and Payment – In General**

- (a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.
- (b) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.



- (c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.
- (d1) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) will mutually agree upon. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

#### **2.045 Pro-ration**

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

#### **2.046 Antitrust Assignment**

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

#### **2.047 Final Payment**

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

#### **2.048 Electronic Payment Requirement**

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).

### **2.050 Taxes**

#### **2.051 Employment Taxes**

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.



## **2.052 Sales and Use Taxes**

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining “two or more trades or businesses under common control” the term “organization” means sole proprietorship, a partnership (as defined in § 701(a) (2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

## **2.060 Contract Management**

### **2.061 Contractor Personnel Qualifications**

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

### **2.062 Contractor Key Personnel**

- (a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor’s removal of Key Personnel without the prior written consent of the State is an unauthorized removal (“Unauthorized Removal”). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, and resignation or for cause termination of the Key Personnel’s employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.
- (e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.



### **2.063 Re-assignment of Personnel at the State's Request**

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

### **2.064 Contractor Personnel Location**

All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

### **2.065 Contractor Identification**

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

### **2.066 Cooperation with Third Parties**

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor will provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

### **2.067 Contract Management Responsibilities**

Contractor shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by Contractor to perform the Services. Contractor shall have overall responsibility for managing and successfully performing and completing the Services/Deliverables, subject to the overall direction and supervision of the State and with the participation and support of the State as specified in this Contract. Contractor's duties will include monitoring and reporting the State's performance of its participation and support responsibilities (as well as Contractor's own responsibilities) and providing timely notice to the State in Contractor's reasonable opinion if the State's failure to perform its responsibilities in accordance with the Project Plan is likely to delay the timely achievement of any Contract tasks.

The Contractor will provide the Services/Deliverables directly or through its affiliates, subsidiaries, subcontractors or resellers. Regardless of the entity providing the Service/Deliverable, the Contractor will act as a single point of contact coordinating these entities to meet the State's need for Services/Deliverables. Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

### **2.068 Contractor Return of State Equipment/Resources**

The Contractor must return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.



**2.070 Subcontracting by Contractor**

**2.071 Contractor full Responsibility**

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

**2.072 State Consent to delegation**

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted for a time agreed upon by the parties.

**2.073 Subcontractor bound to Contract**

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. A list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract is attached.

**2.074 Flow Down**

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, and 2.200** in all of its agreements with any Subcontractors.

**2.075 Competitive Selection**

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

**2.080 State Responsibilities**

**2.081 Equipment**

The State will provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

**2.082 Facilities**

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the



State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

## **2.090 Security**

### **2.091 Background Checks**

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/dit>. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

### **2.092 Security Breach Notification**

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

### **2.093 PCI DATA Security Requirements**

Contractors with access to credit/debit card cardholder data must adhere to the Payment Card Industry (PCI) Data Security requirements. Contractor agrees that they are responsible for security of cardholder data in their possession. Contractor agrees that data can ONLY be used for assisting the State in completing a transaction, supporting a loyalty program, supporting the State, providing fraud control services, or for other uses specifically required by law.

Contractor agrees to provide business continuity in the event of a major disruption, disaster or failure.

The Contractor will contact the Department of Management and Budget, Financial Services immediately to advise them of any breaches in security where card data has been compromised. In the event of a security intrusion, the Contractor agrees the Payment Card Industry representative, or a Payment Card Industry approved third party, will be provided with full cooperation and access to conduct a thorough security review. The review will validate compliance with the Payment Card Industry Data Security Standard for protecting cardholder data.

Contractor agrees to properly dispose sensitive cardholder data when no longer needed. The Contractor will continue to treat cardholder data as confidential upon contract termination.

The Contractor will provide the Department of Management and Budget, Financial Services documentation showing PCI Data Security certification has been achieved. The Contractor will advise the Department of Management and Budget, Financial Services of all failures to comply with the PCI Data Security Requirements. Failures include, but are not limited to system scans and self-assessment questionnaires. The Contractor will provide a time line for corrective action.



## **2.100 Confidentiality**

### **2.101 Confidentiality**

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below), which is marked confidential, restricted, proprietary, or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

### **2.102 Protection and Destruction of Confidential Information**

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

### **2.103 Exclusions**

Notwithstanding the foregoing, the provisions in this Section will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of this Section will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

### **2.104 No Implied Rights**

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

### **2.105 Respective Obligations**

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.



## **2.110 Records and Inspections**

### **2.111 Inspection of Work Performed**

The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

### **2.112 Examination of Records**

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

### **2.113 Retention of Records**

Contractor must maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

### **2.114 Audit Resolution**

If necessary, the Contractor and the State will meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State must develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

### **2.115 Errors**

If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the contract, whichever is earlier.

In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

## **2.120 Warranties**

### **2.121 Warranties and Representations**

The Contractor represents and warrants:



- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under neither this Contract, nor their use by the State will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
- (d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- (j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
- (k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor.
- (l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.
- (m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.
- (n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Management and Budget, Purchasing Operations.

## 2.122 Warranty of Merchantability

Goods provided by Contractor under this agreement shall be merchantable. All goods provided under this Contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose,



shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Contractor or on the container or label.

**2.123 Warranty of Fitness for a Particular Purpose**

When the Contractor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the Contractor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

**2.124 Warranty of Title**

Contractor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by Contractor, under this Contract, shall be delivered free of any rightful claim of any third person by of infringement or the like.

**2.125 Equipment Warranty**

To the extent Contractor is responsible under this Contract for maintaining equipment/system(s), Contractor represents and warrants that it will maintain the equipment/system(s) in good operating condition and will undertake all repairs and preventive maintenance according to the applicable manufacturer's recommendations for the period specified in this Contract.

The Contractor represents and warrants that the equipment/system(s) are in good operating condition and operates and performs to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the State, and for a period of (1) one year commencing upon the first day following Final Acceptance.

Within 30 business days of notification from the State, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor must assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor must provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

The Contractor agrees that all warranty service it provides under this Contract must be performed by Original Equipment Manufacturer (OEM) trained, certified and authorized technicians.

The Contractor is the sole point of contact for warranty service. The Contractor warrants that it will pass through to the State any warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

**2.126 Equipment to be New**

If applicable, all equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

**2.127 Prohibited Products**

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change order pursuant to **Section 2.024**.

**2.128 Consequences for Breach**

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.



**2.130 Insurance**

**2.131 Liability Insurance**

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims that may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

See [www.michigan.gov/dleg](http://www.michigan.gov/dleg).

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked ☒ below:

- ☒ 1. Commercial General Liability with the following minimum coverage:
- \$2,000,000 General Aggregate Limit other than Products/Completed Operations
  - \$2,000,000 Products/Completed Operations Aggregate Limit
  - \$1,000,000 Personal & Advertising Injury Limit
  - \$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- ☒ 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- ☒ 3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.



The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- ☒ 4. Employers liability insurance with the following minimum limits:
  - \$100,000 each accident
  - \$100,000 each employee by disease
  - \$500,000 aggregate disease
- ☐ 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).
- ☐ 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.
- ☐ 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.
- ☐ 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

### 2.132 Subcontractor Insurance Coverage

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

### 2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DMB Purchasing Operations, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **The Contract Number or the Purchase Order Number must be shown on the Certificate Of Insurance To Assure Correct Filing.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insured under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for



at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed; to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

## **2.140 Indemnification**

### **2.141 General Indemnification**

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

### **2.142 Code Indemnification**

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

### **2.143 Employee Indemnification**

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

### **2.144 Patent/Copyright Infringement Indemnification**

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or



approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

#### **2.145 Continuation of Indemnification Obligations**

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

#### **2.146 Indemnification Procedures**

The procedures set forth below must apply to all indemnity obligations under this Contract.

- (a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.
- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.



## **2.150 Termination/Cancellation**

### **2.151 Notice and Right to Cure**

If the Contractor breaches the contract, and the State in its sole discretion determines that the breach is curable, then the State will provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

### **2.152 Termination for Cause**

- (a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State
- (b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.
- (c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.
- (d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

### **2.153 Termination for Convenience**

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

### **2.154 Termination for Non-Appropriation**

- (a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).
- (b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or



the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

- (c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

#### **2.155 Termination for Criminal Conviction**

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

#### **2.156 Termination for Approvals Rescinded**

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

#### **2.157 Rights and Obligations upon Termination**

- (a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.
- (b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
- (c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

#### **2.158 Reservation of Rights**

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.



## **2.160 Termination by Contractor**

### **2.161 Termination by Contractor**

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.

## **2.170 Transition Responsibilities**

### **2.171 Contractor Transition Responsibilities**

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed **90 days**. These efforts must include, but are not limited to, those listed in **Sections 2.141, 2.142, 2.143, 2.144, and 2.145**.

### **2.172 Contractor Personnel Transition**

The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

### **2.173 Contractor Information Transition**

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

### **2.174 Contractor Software Transition**

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

### **2.175 Transition Payments**

If the transition results from a termination for any reason, the termination provisions of this Contract must govern reimbursement. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.



## **2.176 State Transition Responsibilities**

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to reconcile all accounts between the State and the Contractor, complete any pending post-project reviews and perform any others obligations upon which the State and the Contractor agree.

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

## **2.180 Stop Work**

### **2.181 Stop Work Orders**

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.150**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.130**.

### **2.182 Cancellation or Expiration of Stop Work Order**

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

### **2.183 Allowance of Contractor Costs**

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.153**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not liable to Contractor for loss of profits because of a stop work order issued under this Section.

## **2.190 Dispute Resolution**

### **2.191 In General**

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.



## **2.192 Informal Dispute Resolution**

- (a) All disputes between the parties must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:
  - (1) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
  - (2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.
  - (3) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
  - (4) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.
- (b) This Section will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under Section 2.193.
- (c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

## **2.193 Injunctive Relief**

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

## **2.194 Continued Performance**

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

## **2.200 Federal and State Contract Requirements**

### **2.201 Nondiscrimination**

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, and marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

### **2.202 Unfair Labor Practices**

Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under section 2 of the Act. This information is compiled by the United States National Labor Relations Board.



A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

### **2.203 Workplace Safety and Discriminatory Harassment**

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

### **2.204 Prevailing Wage**

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this Contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Labor and Economic Development, Wage and Hour Bureau, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the contract. You must also post, in a conspicuous place, the address and telephone number of the Michigan Department of Labor and Economic Development, the office responsible for enforcement of the wage rates and fringe benefits. You shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

### **2.210 Governing Law**

#### **2.211 Governing Law**

The Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

#### **2.212 Compliance with Laws**

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

#### **2.213 Jurisdiction**

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.



## **2.220      Limitation of Liability**

### **2.221      Limitation of Liability**

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The Contractor's liability for damages to the State is limited to two times the value of the Contract or \$500,000 which ever is higher. The foregoing limitation of liability does not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor is limited to the value of the Contract.

## **2.230      Disclosure Responsibilities**

### **2.231      Disclosure of Litigation**

Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

- (a) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (b) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
  - (1) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
  - (2) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.
- (c) Contractor must make the following notifications in writing:
  - (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DMB Purchasing Operations.
  - (2) Contractor must also notify DMB Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.



- (3) Contractor must also notify DMB Purchase Operations within 30 days whenever changes to company affiliations occur.

#### **2.232 Call Center Disclosure**

Contractor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of this Contract.

#### **2.233 Bankruptcy**

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

### **2.240 Performance**

#### **2.241 Time of Performance**

- (a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.241**, Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- (c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

#### **2.242 Service Level Agreement (SLA)**

- (a) SLAs will be completed with the following operational considerations:
  - (1) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
  - (2) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
  - (3) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
  - (4) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
    - (i) Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.



- (ii) Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.
- (b) Chronic Failure for any Service(s) will be defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service will not affect any tiered pricing levels.
- (c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.
- (d) All decimals must be rounded to two decimal places with five and greater rounding up and four and less rounding down unless otherwise specified.

### 2.243 Liquidated Damages

The parties acknowledge that late or improper completion of the Work will cause loss and damage to the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result. Therefore, Contractor and the State agree that if there is late or improper completion of the Work and the State does not elect to exercise its rights under **Section 2.141**, the State is entitled to collect liquidated damages in the amount of \$5,000.00 and an additional \$100.00 per day for each day Contractor fails to remedy the late or improper completion of the Work.

#### Unauthorized Removal of any Key Personnel

It is acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 2.141**, the State may assess liquidated damages against Contractor as specified below.

For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the liquidated damages amount is \$25,000.00 per individual if the Contractor identifies a replacement approved by the State under **Section 2.060** and assigns the replacement to the Project to shadow the Key Personnel who is leaving for a period of at least 30 days before the Key Personnel's removal.

If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 days, in addition to the \$25,000.00 liquidated damages for an Unauthorized Removal, Contractor must pay the amount of \$833.33 per day for each day of the 30 day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total liquidated damages that may be assessed per Unauthorized Removal and failure to provide 30 days of shadowing must not exceed \$50,000.00 per individual.

### 2.244 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to



whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

## **2.250 Approval of Deliverables**

### **2.251 Delivery of Deliverables**

A list of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable") or a Custom Software Deliverable is attached, if applicable. All Deliverables shall be completed and delivered for State review and written approval and, where applicable, installed in accordance with the State-approved delivery schedule and any other applicable terms and conditions of this Contract.

Prior to delivering any Deliverable to the State, Contractor will first perform all required quality assurance activities, and, in the case of Custom Software Deliverables, System Testing to verify that the Deliverable is complete and in conformance with its specifications. Before delivering a Deliverable to the State, Contractor shall certify to the State that (1) it has performed such quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during such quality assurance activities and testing, (4) the Deliverable is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

In discharging its obligations under this Section, Contractor shall be at all times (except where the parties agree otherwise in writing) in compliance with Level 3 of the Software Engineering Institute's Capability Maturity Model for Software ("CMM Level 3") or its equivalent.

### **2.252 Contractor System Testing**

Contractor will be responsible for System Testing each Custom Software Deliverable in Contractor's development environment prior to turning over the Custom Software Deliverable to the State for User Acceptance Testing and approval. Contractor's System Testing shall include the following, at a minimum, plus any other testing required by CMM Level 3 or Contractor's system development methodology:

Contractor will be responsible for performing Unit Testing and incremental Integration Testing of the components of each Custom Software Deliverable.

Contractor's System Testing will also include Integration Testing of each Custom Software Deliverable to ensure proper inter-operation with all prior software Deliverables, interfaces and other components that are intended to inter-operate with such Custom Software Deliverable, and will include Regression Testing, volume and stress testing to ensure that the Custom Software Deliverables are able to meet the State's projected



growth in the number and size of transactions to be processed by the Application and number of users, as such projections are set forth in the applicable Statement of Work.

Contractor's System Testing will also include Business Function Testing and Technical Testing of each Application in a simulated production environment. Business Function Testing will include testing of full work streams that flow through the Application as the Application will be incorporated within the State's computing environment. The State shall participate in and provide support for the Business Function Testing to the extent reasonably requested by Contractor. Within ten (10) days before the commencement of Business Function Testing pursuant to this Section, Contractor shall provide the State for State review and written approval Contractor's test plan for Business Function Testing.

Within five (5) Business Days following the completion of System Testing pursuant to this **Section**, Contractor shall provide to the State a testing matrix establishing that testing for each condition identified in the System Testing plans has been conducted and successfully concluded. To the extent that testing occurs on State premises, the State shall be entitled to observe or otherwise participate in testing under this Section as the State may elect.

### **2.253 Approval of Deliverables, In General**

All Deliverables (Written Deliverables and Custom Software Deliverables) require formal written approval by the State, in accordance with the following procedures. Formal approval by the State requires that the Deliverable be confirmed in writing by the State to meet its specifications, which, in the case of Custom Software Deliverables, will include the successful completion of State User Acceptance Testing, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables being reviewed. If Contractor fails to provide a Deliverable to the State in a timely manner, the State will nevertheless use commercially reasonable efforts to complete its review or testing within the applicable State Review Period.

Before commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable (e.g., software, associated documentation, and other materials) have been delivered. If the State determines that the Deliverable is incomplete, the State may refuse delivery of the Deliverable without performing any further inspection or testing of the Deliverable. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable and the applicable certification by Contractor in accordance with this Section.

The State will approve in writing a Deliverable upon confirming that it conforms to and, in the case of a Custom Software Deliverable, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable that remain outstanding at the time of State approval.

If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing State approval of a Deliverable, the State may: (i) demand that Contractor cure the failure and give Contractor additional time to cure the failure at the sole expense of Contractor; or (ii) keep this Contract in force and do, either itself or through other parties, whatever Contractor has failed to do, in which event Contractor shall bear any excess expenditure incurred by the State in so doing beyond the contract price for such Deliverable and will pay the State an additional sum equal to ten percent (10%) of such excess expenditure to cover the State's general expenses without the need to furnish proof in substantiation of such general expenses; or (iii) terminate this Contract for default, either in whole or in part by notice to Contractor (and without the need to afford Contractor any further opportunity to cure). Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

The State, at any time and in its own discretion, may halt the UAT or approval process if such process reveals deficiencies in or problems with a Deliverable in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may return the applicable



Deliverable to Contractor for correction and re-delivery prior to resuming the review or UAT process and, in that event, Contractor will correct the deficiencies in such Deliverable in accordance with the Contract, as the case may be.

Approval in writing of a Deliverable by the State shall be provisional; that is, such approval shall not preclude the State from later identifying deficiencies in, and declining to accept, a subsequent Deliverable based on or which incorporates or inter-operates with an approved Deliverable, to the extent that the results of subsequent review or testing indicate the existence of deficiencies in the subsequent Deliverable, or if the Application of which the subsequent Deliverable is a component otherwise fails to be accepted pursuant to **Section 2.080**.

#### **2.254 Process for Approval of Written Deliverables**

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Written Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Written Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Written Deliverable (or at the State's election, subsequent to approval of the Written Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within five (5) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Written Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Written Deliverable to confirm that the identified deficiencies have been corrected.

#### **2.255 Process for Approval of Custom Software Deliverables**

The State will conduct UAT of each Custom Software Deliverable in accordance with the following procedures to determine whether it meets the criteria for State approval – i.e., whether it conforms to and performs in accordance with its specifications without material deficiencies.

Within thirty (30) days (or such other number of days as the parties may agree to in writing) prior to Contractor's delivery of any Custom Software Deliverable to the State for approval, Contractor shall provide to the State a set of proposed test plans, including test cases, scripts, data and expected outcomes, for the State's use (which the State may supplement in its own discretion) in conducting UAT of the Custom Software Deliverable. Contractor, upon request by the State, shall provide the State with reasonable assistance and support during the UAT process.

For the Custom Software Deliverables listed in an attachment, the State Review Period for conducting UAT will be as indicated in the attachment. For any other Custom Software Deliverables not listed in an attachment, the State Review Period shall be the number of days agreed in writing by the parties (failing which it shall be forty-five (45) days by default). The State Review Period for each Custom Software Deliverable will begin when Contractor has delivered the Custom Software Deliverable to the State accompanied by the certification required by this **Section** and the State's inspection of the Deliverable has confirmed that all components of it have been delivered.

The State's UAT will consist of executing test scripts from the proposed testing submitted by Contractor, but may also include any additional testing deemed appropriate by the State. If the State determines during the UAT that the Custom Software Deliverable contains any deficiencies, the State will notify Contractor of the deficiency by making an entry in an incident reporting system available to both Contractor and the State. Contractor will modify promptly the Custom Software Deliverable to correct the reported deficiencies, conduct appropriate System Testing (including, where applicable, Regression Testing) to confirm the proper correction of the deficiencies and re-deliver the corrected version to the State for re-testing in UAT. Contractor will coordinate the re-delivery of corrected versions of Custom Software Deliverables with the State so as not to disrupt the State's UAT process. The State will promptly re-test the corrected version of the Software Deliverable after receiving it from Contractor.



Within three (3) business days after the end of the State Review Period, the State will give Contractor a written notice indicating the State's approval or rejection of the Custom Software Deliverable according to the criteria and process set out in this **Section**.

#### **2.256 Final Acceptance**

"Final Acceptance" shall be considered to occur when the Custom Software Deliverable to be delivered has been approved by the State and has been operating in production without any material deficiency for fourteen (14) consecutive days. If the State elects to defer putting a Custom Software Deliverable into live production for its own reasons, not based on concerns about outstanding material deficiencies in the Deliverable, the State shall nevertheless grant Final Acceptance of the Project.

### **2.260 Ownership**

#### **2.261 Ownership of Work Product by State**

The State owns all Deliverables, as they are work made for hire by the Contractor for the State. The State owns all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables.

#### **2.262 Vesting of Rights**

With the sole exception of any preexisting licensed works identified in the SOW, the Contractor assigns, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any the Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon the State's request, the Contractor must confirm the assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the State may request. The State may obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

#### **2.263 Rights in Data**

The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

The State is the owner of all State-specific data under the Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.

#### **2.264 Ownership of Materials**

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.



## **2.270 State Standards**

### **2.271 Existing Technology Standards**

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dit>.

### **2.272 Acceptable Use Policy**

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see <http://www.michigan.gov/ditservice>. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

### **2.273 Systems Changes**

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access and configuration management procedures.

## **2.280 Extended Purchasing**

### **2.281 MiDEAL (Michigan Delivery Extended Agreements Locally)**

Public Act 431 of 1984 permits DMB to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. A current listing of approved program members is available at: [www.michigan.gov/buymichiganfirst](http://www.michigan.gov/buymichiganfirst). Unless otherwise stated, the Contractor must ensure that the non-state agency is an authorized purchaser before extending the Contract pricing.

The Contractor will supply Contract Services and equipment to these local governmental agencies at the established State of Michigan contract prices and terms to the extent applicable and where available. The Contractor must send its invoices to, and pay the local unit of government, on a direct and individual basis.

To the extent that authorized local units of government purchase quantities of Services and/or equipment under this Contract, the quantities of Services and/or equipment purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

## **2.290 Environmental Provision**

### **2.291 Environmental Provision**

**Energy Efficiency Purchasing Policy:** The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

**Environmental Purchasing Policy:** The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclables; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.



**Hazardous Materials:** For the purposes of this Section, “Hazardous Materials” is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) “Hazardous Materials” under the Hazardous Materials Transportation Act, (2) “chemical hazards” under the Occupational Safety and Health Administration standards, (3) “chemical substances or mixtures” under the Toxic Substances Control Act, (4) “pesticides” under the Federal Insecticide Fungicide and Rodenticide Act, and (5) “hazardous wastes” as defined or listed under the Resource Conservation and Recovery Act.

- (a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State must provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.
- (b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State's convenience.
- (c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in a time as mutually agreed by the parties.
- (d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

**Labeling:** Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit [http://www.michigan.gov/deq/0,1607,7-135-3310\\_4108-173523--,00.html](http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html)

**Refrigeration and Air Conditioning:** The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

**Environmental Performance:** Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

## **2.300 Deliverables**

### **2.301 Software**

A list of the items of software the State is required to purchase for execution the Contract is attached. The list includes all software required to complete the Contract and make the Deliverables operable; if any additional software is required in order for the Deliverables to meet the requirements of this Contract, such software shall be provided to the State by Contractor at no additional charge (except where agreed upon and specified in a Statement of Work or Contract Change Notice). Attachment 1 also identifies certain items of software to be



provided, installed, and configured by the State no later than the time period specified in the Detailed Project Plan.

### **2.302 Hardware**

A list of the items of hardware the State is required to purchase for execution the Contract is attached. The list includes all hardware required to complete the Contract and make the Deliverables operable; if any additional hardware is required in order for the Deliverables to meet the requirements of this Contract, such hardware shall be provided to the State by Contractor at no additional charge (except where agreed upon and specified in a Contract Change Notice). The attachment also identifies certain items of hardware to be provided by the State.

### **2.303 Equipment to be New**

If applicable, all equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

### **2.304 Equipment to be New and Prohibited Products**

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change order pursuant to **Section 2.024**.

### **2.310 Software Warranties**

#### **2.311 Performance Warranty**

The Contractor represents and warrants that Deliverables, after Final Acceptance, will perform and operate in compliance with the requirements and other standards of performance contained in this Contract (including all descriptions, specifications and drawings made a part of the Contract) for a period of (90) ninety days. In the event of a breach of this warranty, Contractor will promptly correct the affected Deliverable(s) at no charge to the State.

#### **2.312 No Surreptitious Code Warranty**

The Contractor represents and warrants that no copy of licensed Software provided to the State contains or will contain any Self-Help Code or any Unauthorized Code as defined below. This warranty is referred to in this Contract as the "No Surreptitious Code Warranty."

As used in this Contract, "Self-Help Code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the software. Self-Help Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

As used in this Contract, "Unauthorized Code" means any virus, Trojan horse, spyware, worm or other Software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code. Unauthorized Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

In addition, Contractor will use up-to-date commercial virus detection software to detect and remove any viruses from any software prior to delivering it to the State.



### **2.313 Calendar Warranty**

The Contractor represents and warrants that all software for which the Contractor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure calendar year rollover compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

### **2.314 Third-party Software Warranty**

The Contractor represents and warrants that it will disclose the use or incorporation of any third-party software into the Deliverables. At the time of Delivery, the Contractor shall provide in writing the name and use of any Third-party Software, including information regarding the Contractor's authorization to include and utilize such software. The notice shall include a copy of any ownership agreement or license that authorizes the Contractor to use the Third-party Software.

### **2.315 Physical Media Warranty**

Contractor represents and warrants that each licensed copy of the Software provided by the Contractor is free from physical defects in the media that tangibly embodies the copy. This warranty does not apply to defects discovered more than (30) thirty days after that date of Final Acceptance of the Software by the State. This warranty does not apply to defects arising from acts of Excusable Failure. If the Contractor breaches this warranty, then the State shall be entitled to replacement of the non-compliant copy by Contractor, at Contractor's expense (including shipping and handling).

## **2.320 Software Licensing**

### **2.321 Cross-License, Deliverables Only, License to Contractor**

The State grants to the Contractor, the royalty-free, world-wide, non-exclusive right and license under any Deliverable now or in the future owned by the State, or with respect to which the State has a right to grant such rights or licenses, to the extent required by the Contractor to market the Deliverables and exercise its full rights in the Deliverables, including, without limitation, the right to make, use and sell products and services based on or incorporating such Deliverables.

### **2.322 Cross-License, Deliverables and Derivative Work, License to Contractor**

The State grants to the Contractor, the royalty-free, world-wide, non-exclusive right and license under any Deliverable and/or Derivative Work now or in the future owned by the State, or with respect to which the State has a right to grant such rights or licenses, to the extent required by the Contractor to market the Deliverables and/or Derivative Work and exercise its full rights in the Deliverables and/or Derivative Work, including, without limitation, the right to make, use and sell products and services based on or incorporating such Deliverables and/or Derivative Work.

### **2.323 License Back to the State**

Unless otherwise specifically agreed to by the State, before initiating the preparation of any Deliverable that is a Derivative of a preexisting work, the Contractor shall cause the State to have and obtain the irrevocable, nonexclusive, worldwide, royalty-free right and license to (1) use, execute, reproduce, display, perform, distribute internally or externally, sell copies of, and prepare Derivative Works based upon all preexisting works and Derivative Works thereof, and (2) authorize or sublicense others from time to time to do any or all of the foregoing.



## **2.324 License Retained by Contractor**

Contractor grants to the State a non-exclusive, royalty-free, site-wide, irrevocable, transferable license to use the Software and related documentation according to the terms and conditions of this Contract. For the purposes of this license, "site-wide" includes any State of Michigan office regardless of its physical location.

The State may combine the Software with other programs or materials to form a derivative work. The State will own and hold all copyright, trademarks, patent and other intellectual property rights in any derivative work, excluding any rights or interest in Software other than those granted in this Contract.

The State may copy each item of Software to multiple hard drives or networks unless otherwise agreed by the parties.

The State will make and maintain no more than one archival copy of each item of Software, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. The State may also make copies of the Software in the course of routine backups of hard drive(s) for the purpose of recovery of hard drive contents.

In the event that the Contractor shall, for any reason, cease to conduct business, or cease to support the Software, the State shall have the right to convert these licenses into perpetual licenses, with rights of quiet enjoyment, but subject to payment obligations not to exceed the then current rates.

## **2.325 Pre-existing Materials for Custom Software Deliverables**

Neither Contractor nor any of its Subcontractors shall incorporate any preexisting materials (including Standard Software) into Custom Software Deliverables or use any pre-existing materials to produce Custom Software Deliverables if such pre-existing materials will be needed by the State in order to use the Custom Software Deliverables unless (i) such pre-existing materials and their owners are identified to the State in writing and (ii) such pre-existing materials are either readily commercially available products for which Contractor or its Subcontractor, as the case may be, has obtained a license (in form and substance approved by the State) in the name of the State, or are materials that Contractor or its Subcontractor, as the case may be, has the right to license to the State and has licensed to the State on terms and conditions approved by the State prior to using such pre-existing materials to perform the Services.

## **2.330 Source Code Escrow**

### **2.331 Definition**

"Source Code Escrow Package" shall mean:

- (a) A complete copy in machine-readable form of the source code and executable code of the Licensed Software, including any updates or new releases of the product;
- (b) A complete copy of any existing design documentation and user documentation, including any updates or revisions; and/or
- (c) Complete instructions for compiling and linking every part of the source code into executable code for purposes of enabling verification of the completeness of the source code as provided below. Such instructions shall include precise identification of all compilers, library packages, and linkers used to generate executable code.

### **2.332 Delivery of Source Code into Escrow**

Contractor shall deliver a Source Code Escrow Package to the Escrow Agent, pursuant to the Escrow Contract, which shall be entered into on commercially reasonable terms subject to the provisions of this Contract within (30) thirty days of the execution of this Contract.

### **2.333 Delivery of New Source Code into Escrow**

If at anytime during the term of this Contract, the Contractor provides a maintenance release or upgrade version of the Licensed Software, Contractor shall within ten (10) days deposit with the Escrow Agent, in accordance with the Escrow Contract, a Source Code Escrow Package for the maintenance release or upgrade version, and provide the State with notice of the delivery.



#### **2.334 Verification**

The State reserves the right at any time, but not more than once a year, either itself or through a third party contractor, upon thirty (30) days written notice, to seek verification of the Source Code Escrow Package.

#### **2.335 Escrow Fees**

The Contractor will pay all fees and expenses charged by the Escrow Agent.

#### **2.336 Release Events**

The Source Code Escrow Package may be released from escrow to the State, temporarily or permanently, upon the occurrence of one or more of the following:

- (a) The Contractor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under bankruptcy or insolvency law, whether domestic or foreign;
- (b) The Contractor has wound up or liquidated its business voluntarily or otherwise and the State has reason to believe that such events will cause the Contractor to fail to meet its warranties and maintenance obligations in the foreseeable future;
- (c) The Contractor voluntarily or otherwise discontinues support of the provided products or fails to support the products in accordance with its maintenance obligations and warranties.

#### **2.337 Release Event Procedures**

If the State desires to obtain the Source Code Escrow Package from the Escrow Agent upon the occurrence of an Event in this **Section**, then:

- (a) The State shall comply with all procedures in the Escrow Contract;
- (b) The State shall maintain all materials and information comprising the Source Code Escrow Package in confidence in accordance with this Contract;
- (c) If the release is a temporary one, then the State shall promptly return all released materials to Contractor when the circumstances leading to the release are no longer in effect.

#### **2.338 License**

Upon release from the Escrow Agent pursuant to an event described in this **Section**, the Contractor automatically grants the State a non-exclusive, irrevocable license to use, reproduce, modify, maintain, support, update, have made, and create Derivative Works. Further, the State shall have the right to use the Source Code Escrow Package in order to maintain and support the Licensed Software so that it can be used by the State as set forth in this Contract.

#### **2.339 Derivative Works**

Any Derivative Works to the source code released from escrow that are made by or on behalf of the State shall be the sole property of the State. The State acknowledges that its ownership rights are limited solely to the Derivative Works and do not include any ownership rights in the underlying source code.



### Article 3

#### **Terms and Conditions for American Recovery and Reinvestment (ARRA) of 2009 Funded Contracts**

##### **3.000 Sub-Recipients Requirements**

Contractor shall include these terms, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

##### **3.010 Reporting & Registration Requirements (Section 1512)**

Division A, Title XV, Section 1512 of the ARRA outlines reporting requirements. Not later than ten calendar days after the end of each calendar quarter, the State must submit a report that, at a minimum, contains the information specified in Section 1512 of the ARRA. It is imperative all contracts involving the use of ARRA funds include requirements that the Contractor supply the State with the necessary information to provide these reports (see RFP Section 1.042 Reports) in a timely manner.

The Contractor's failure to provide complete, accurate, and timely reports shall constitute an "Event of Default". Upon the occurrence of an Event of Default, the state department or agency may terminate this contract upon 30 days prior written notice if the default remains uncured within five calendar days following the last day of the calendar quarter, in addition to any other remedy available to the state department or agency in law or equity.

##### **3.020 Buy American Requirement (Section 1605)**

#### **3.022 Required Use of American Iron, Steel, and Other Manufactured Goods**

(a) **Definitions.** As used in this Section 3.020 —

"Designated Country" means Aruba, Australia, Austria, Belgium, Bulgaria, Chile, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom.

"Designated country iron, steel, and/or manufactured goods" mean iron, steel and/or a manufactured good that:

- (1) Is wholly the growth, product or manufacture of a Designated Country; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in a Designated Country into a new and different manufactured good distinct from the materials from which it was transformed.

"Domestic iron, steel and/or manufactured good" is iron, steel and/or a manufactured good that:

- (1) Is wholly the growth, product or manufacture of the United States; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of goods occurs in the United States.

"Federal Agency" means the department or agency of the federal government that awarded funds to the State of Michigan from the ARRA that finance the project described in this RFP.

"Foreign iron, steel and/or manufactured good" means iron, steel and/or manufactured good that is not domestic or Designated country iron, steel and/or manufactured goods.



“Manufactured good” means a good brought to the construction site for incorporation into the building or work that has been--

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

“Public building” and “public work” means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

**(b) Domestic preference.**

- (1) This term and condition implements:
  - (i) Section 1605(a) of Division A, Title XVI of the ARRA by requiring that all iron, steel, and manufactured goods used in the public building or public work are produced in the United States; and
  - (ii) Section 1605(d) of Division A, Title XVI of the ARRA, which requires the application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of Section 1605 of the ARRA do not apply to Designated country iron, steel, and/or manufactured goods procured for projects with an estimated value of \$7,433,000 or more.
- (2) The Contractor shall use only domestic or Designated country iron, steel and/or manufactured goods in performing work funded in whole or in part with funds available under the ARRA, except as provided in subparagraphs (3) and (4) of this paragraph (b).
- (3) The requirement in paragraph (2) of this Section 3.022(b) does not apply to the material listed by the Federal Agency as follows:

---

**[List applicable excepted materials or indicate “none”]**

---

- (4) The Federal Agency may add other iron, steel, and/or manufactured goods to the list in paragraph (b) (3) of this Section if the Federal government determines that—
  - (i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
  - (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
  - (iii) The application of section 1605 of the ARRA would be inconsistent with the public interest.

**(c) Request for determination of inapplicability of Section 1605 of the ARRA.**

- (1) Request for determination of inapplicability
  - (i) Any Bidder’s request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b) (4) of this Section shall include adequate information for Federal Agency evaluation of the request, including—
    - (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
    - (B) Unit of measure;
    - (C) Quantity;
    - (D) Cost;
    - (E) Time of delivery or availability;
    - (F) Location of the project;



- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this term and condition.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this Section.
- (iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.
- (iv) Any Contractor's request for a determination submitted after ARRA funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the Contractor does not submit a satisfactory explanation, the Federal Agency need not make a determination.
- (2) If the Federal Agency determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the ARRA applies, the State will amend the contract to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended contract shall reflect adjustment of the contract amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the State shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).
- (3) Unless the Federal Agency determines that an exception to section 1605 of the ARRA applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

**(d) Data.**

To permit evaluation of requests under subparagraph (b)(4) of this Section based on unreasonable cost, the Bidder shall include the following information and any applicable supporting data based on the survey of suppliers:

| FOREIGN AND DOMESTIC ITEMS COST COMPARISON                                                                                                                                                                                                                                              |                 |          |                 |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------|-----------------|--|
| Description                                                                                                                                                                                                                                                                             | Unit of Measure | Quantity | Cost (Dollars)* |  |
| <b>Item 1:</b>                                                                                                                                                                                                                                                                          |                 |          |                 |  |
| Foreign steel, iron, or manufactured good                                                                                                                                                                                                                                               | _____           | _____    | _____           |  |
| Domestic steel, iron, or manufactured good                                                                                                                                                                                                                                              | _____           | _____    | _____           |  |
|                                                                                                                                                                                                                                                                                         |                 |          |                 |  |
| <b>Item 2:</b>                                                                                                                                                                                                                                                                          |                 |          |                 |  |
| Foreign steel, iron, or manufactured good                                                                                                                                                                                                                                               | _____           | _____    | _____           |  |
| Domestic steel, iron, or manufactured good                                                                                                                                                                                                                                              |                 |          |                 |  |
| <b>List name, address, telephone number, email address, and contact for suppliers surveyed.</b><br><b>Attach copy of response; if oral, attach summary.</b><br><b>Include other applicable supporting information.</b><br><b>* Include all delivery costs to the construction site.</b> |                 |          |                 |  |

**3.024 Notice of Required Use of American Iron, Steel, and Other Manufactured Goods**

**REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS—SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

**(a) Definitions.**

"Designated country iron, steel and/or manufactured goods," "domestic iron, steel and/or manufactured goods", "Federal Agency", "Foreign iron, steel and/or manufactured good", "Manufactured good," "public



building and public work,” and “steel,” as used in this Section, are defined in Section 3.022(a).

**(b) Requests for determinations of inapplicability.**

A prospective Bidder requesting a determination regarding the inapplicability of section 1605 of the ARRA should submit the request to the Federal Agency in time to allow a determination before submission of applications or proposals. Bidders should provide a copy of this request to DMB. The prospective applicant shall include the information and applicable supporting data required by paragraphs (c) and (d) of Section 3.022 of this RFP in the request. If Bidder has not requested a determination regarding the inapplicability of Section 1605 of the ARRA before submitting its application or proposal, or has not received a response to a previous request, the applicant shall include the information and supporting data in the application or proposal. The Federal Agency is sole entity authorized to make determinations regarding the inapplicability of Section 1605 of the ARRA.

**(c) Evaluation of project proposals.**

If the Federal Agency determines that an exception based on unreasonable cost of domestic iron, steel, and/or manufactured goods applies, the State will evaluate a project requesting an exception to the requirements of section 1605 of the ARRA by adding to the estimated total cost of the project 25 percent of the project cost, if foreign iron, steel, or manufactured goods are used in the project based on unreasonable cost of comparable manufactured domestic iron, steel, and/or manufactured goods.

**(d) Alternate project proposals.**

- (1) When a project proposal includes foreign iron, steel, and/or manufactured goods, other than Designated country iron, steel and/or manufactured goods, not listed in paragraph (b)(3) of the Section 3.022, the Bidder also may submit an alternate proposal based on use of equivalent domestic iron, steel, and/or manufactured goods.
- (2) If an alternate proposal is submitted, the Bidder shall submit a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of Section 3.022 of this RFP for the proposal that is based on the use of any foreign iron, steel, and/or manufactured goods for which the Federal Agency has not yet determined an exception applies.
- (3) If the Federal Agency determines that a particular exception requested in accordance with paragraph (b) of Section 3.022 of this RFP does not apply, the State will evaluate only those proposals based on use of the equivalent domestic or designated country iron, steel, and/or manufactured goods, and the Contractor shall be required to furnish such domestic or designated country items.

**3.030 Wage Rate Requirements (Section 1606)**

All laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. (See ARRA Sec. 1606 & RFP Section 2.204 Prevailing Wage). The Secretary of Labor’s determination regarding the prevailing wages applicable in Michigan is available at <http://www.gpo.gov/davisbacon/mi.html>.

**3.040 Inspection & Audit of Records**

The Contractor shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1998 or his representative (1) to examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) to interview any officer or employee of the Contractor or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

**3.050 Whistle Blower Protection for Recipients of Funds**

Contractor shall not discharge, demote or otherwise discriminate against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract or grant relating to Covered Funds; (2) a gross waste of Covered Funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Covered Funds; an abuse of authority related to implementation or use of Covered Funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a



contract) or grant, awarded or issued relating to Covered Funds. In this Subsection, “Covered Funds” shall have the same meaning as set forth in Section 1553(g)(2) of Division A, Title XV of the ARRA.

- (a) Recipient must post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA. (For the Michigan Civil Service Whistle Blowers Rule 2-10 link to:  
[http://www.michigan.gov/mdcs/0,1607,7-147-6877\\_8155-72500--,00.html](http://www.michigan.gov/mdcs/0,1607,7-147-6877_8155-72500--,00.html))
- (b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

### **3.060 Funding of Programs**

The Contractor acknowledges that the programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, will not be continued with state financed appropriations once the temporary federal funds are expended.

### **3.070 Fixed Price- Competitively Bid**

Contractor, to the maximum extent possible, shall award any subcontracts funded, in whole or in part, with ARRA funds as fixed-price contracts through the use of competitive procedures.

### **3.080 Segregation of Costs**

Contractor shall segregate obligations and expenditures of ARRA funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.

### **3.090 Publication**

All contract solicitations funded in whole or in part with ARRA funds will be posted on the [www.bid4michigan.com](http://www.bid4michigan.com) website. All contracts resulting from the ARRA will be published on the State of Michigan’s Recovery Web site, [www.michigan.gov/recovery](http://www.michigan.gov/recovery).

Contractor shall include the Michigan Recovery logo on all signage or other publications in connection with the activities funded by the State of Michigan through funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

### **3.100 Buy Michigan Preference**

A preference is given to products manufactured or services offered by Michigan-based firms if all other things are equal and if not inconsistent with federal statute (see MCL 18.1261).

### **3.110 Non- Discrimination**

The Contractor shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and other civil rights laws applicable to recipients of Federal financial assistance (see RFP Section 2.201 Non-Discrimination).

### **3.120 Prohibition on Use of Funds**

None of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.



**3.130 False Claims Act**

The Contractor shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

**3.140 Conflicting Requirements**

Where ARRA requirements conflict with existing state requirements, ARRA requirements control.

**3.150 Job Opportunity Posting Requirements**

Contractor shall post notice of job opportunities created in connection with activities funded in whole or in part with ARRA funds in the Michigan Talent Bank, [www.michworks.org/mtb](http://www.michworks.org/mtb).



**Attachment 1 – Enterprise Architecture Solution Assessment Form**

| Select<br>all that<br>apply ✓ | <b>Enterprise Architecture Solution Assessment</b> |                                                                                                                                                                                                 |
|-------------------------------|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                               | <b>Architecture Overview (vendor version)</b>      |                                                                                                                                                                                                 |
|                               |                                                    |                                                                                                                                                                                                 |
| <b>1</b>                      | <b>Hosting</b>                                     | <b>Comments</b>                                                                                                                                                                                 |
| ✓                             | Internally Hosted                                  |                                                                                                                                                                                                 |
|                               | Externally Hosted                                  |                                                                                                                                                                                                 |
|                               | Internally & Externally Hosted                     |                                                                                                                                                                                                 |
|                               | N/A (Not Applicable)                               |                                                                                                                                                                                                 |
| <b>2</b>                      | <b>User Interface Type</b>                         | <b>Comments</b>                                                                                                                                                                                 |
| ✓                             | Browser                                            | Microsoft Internet Explorer 6x and above are supported, all other browsers are unsupported.                                                                                                     |
|                               | Client                                             |                                                                                                                                                                                                 |
|                               | Mobile Browser                                     |                                                                                                                                                                                                 |
|                               | Mobile Client                                      |                                                                                                                                                                                                 |
|                               | Terminal                                           |                                                                                                                                                                                                 |
|                               | Other                                              |                                                                                                                                                                                                 |
|                               | N/A (Not Applicable)                               |                                                                                                                                                                                                 |
| <b>3</b>                      | <b>System Interface Type</b>                       | <b>Comments</b>                                                                                                                                                                                 |
|                               | EDI                                                |                                                                                                                                                                                                 |
|                               | Flat File                                          |                                                                                                                                                                                                 |
|                               | Web Service                                        |                                                                                                                                                                                                 |
|                               | XML                                                |                                                                                                                                                                                                 |
| ✓                             | Other                                              | System Interface is accomplished through a .Net API                                                                                                                                             |
|                               | N/A (Not Applicable)                               |                                                                                                                                                                                                 |
| <b>4</b>                      | <b>Type of System Integration</b>                  | <b>Comments</b>                                                                                                                                                                                 |
| ✓                             | Internal                                           |                                                                                                                                                                                                 |
|                               | External                                           |                                                                                                                                                                                                 |
|                               | Both Internal & External                           |                                                                                                                                                                                                 |
|                               | N/A (Not Applicable)                               |                                                                                                                                                                                                 |
| <b>5</b>                      | <b>Method of Access</b>                            | <b>Comments</b>                                                                                                                                                                                 |
| ✓                             | Internet                                           | The solution can be accessed via the internet. Application authentication is provided via Microsoft Active Directory. Any required security can be implemented via SSL and supplied by the SOM. |
| ✓                             | Intranet                                           | The solution's intended access method is via intranet wherein authentication is performed silently.                                                                                             |
|                               | LG Net                                             |                                                                                                                                                                                                 |
|                               | Public facing internet                             |                                                                                                                                                                                                 |
|                               | UT Net                                             |                                                                                                                                                                                                 |
|                               | VendorNet                                          |                                                                                                                                                                                                 |
| ✓                             | VPN                                                | The solution can be accessed via intranet once a successful VPN connection is made. All VPN hardware and software required will be supplied by the SOM.                                         |
|                               | Other                                              |                                                                                                                                                                                                 |
|                               | N/A (Not Applicable)                               |                                                                                                                                                                                                 |



| Select<br>all that<br>apply ✓ | <b>Enterprise Architecture Solution Assessment</b> |                                                                                                                           |
|-------------------------------|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
|                               | <b>Architecture Overview (continued)</b>           |                                                                                                                           |
|                               |                                                    |                                                                                                                           |
| <b>6</b>                      | <b>Data Audit Trail Implementation</b>             | <b>Comments</b>                                                                                                           |
| ✓                             | Application Code                                   | Auditing targets are controlled via application code.                                                                     |
|                               | Database Audit Files                               |                                                                                                                           |
|                               | Database Triggers                                  |                                                                                                                           |
| ✓                             | Stored Procedures                                  |                                                                                                                           |
| ✓                             | Other                                              | Audit records are maintained in the database.                                                                             |
|                               | N/A (Not Applicable)                               |                                                                                                                           |
| <b>7</b>                      | <b>Development Language</b>                        | <b>Comments</b>                                                                                                           |
|                               | .NET Framework 1.1 (standard)                      |                                                                                                                           |
| ✓                             | .NET Framework 2.x (standard)                      | The solution has been developed using the .Net 2.0 framework, but is compliant with the .Net 3.0 and .Net 3.5 frameworks. |
|                               | ASP.NET 1.1 (standard)                             |                                                                                                                           |
| ✓                             | ASP.NET 2.x (standard)                             |                                                                                                                           |
|                               | Java (JDK) 1.4 (standard)                          |                                                                                                                           |
|                               | JavaScript (standard)                              |                                                                                                                           |
|                               | MS Visual Basic 2003 (VB) (standard)               |                                                                                                                           |
| ✓                             | MS Visual Basic 2005 (VB) (standard)               | Customized web controls have been written for the solution in Visual Basic .Net 2005                                      |
|                               | MS Visual C# 2003 (standard)                       |                                                                                                                           |
| ✓                             | MS Visual C# 2005 (standard)                       | All solution source except for above noted web controls is written in Visual C# 2005                                      |
|                               | MS Visual C++ 2003 (standard)                      |                                                                                                                           |
|                               | MS Visual C++ 2005 (standard)                      |                                                                                                                           |
|                               | Oracle Forms 10g (standard)                        |                                                                                                                           |
|                               | Oracle PL/SQL 10g (standard)                       |                                                                                                                           |
|                               | PHP 4.x (standard)                                 |                                                                                                                           |
|                               | PHP 5.x (standard)                                 |                                                                                                                           |
| ✓                             | XHTML 1.0 (standard)                               |                                                                                                                           |
| ✓                             | XML/XSLT (standard)                                | There are system components authored in XML.                                                                              |
| ✓                             | Other (Explain)                                    | JavaScript and Cascading Style Sheets are used extensively in the solution UI                                             |
|                               | N/A (Not Applicable)                               |                                                                                                                           |
| <b>8</b>                      | <b>Database</b>                                    | <b>Comments</b>                                                                                                           |
|                               | DB2 8.x (standard)                                 |                                                                                                                           |
| ✓                             | MS SQL Server 2005 (standard)                      | SQL Server 2005 software will be supplied by the SOM.                                                                     |
|                               | Oracle 10g (standard)                              |                                                                                                                           |
|                               | TeraData A28V2R6.1 (standard)                      |                                                                                                                           |



| Select<br>all that<br>apply ✓ | <b>Enterprise Architecture Solution Assessment</b> |                                                                                            |
|-------------------------------|----------------------------------------------------|--------------------------------------------------------------------------------------------|
|                               | <b>Architecture Overview (continued)</b>           |                                                                                            |
|                               |                                                    |                                                                                            |
| <b>9</b>                      | <b>Database Modeling Tools</b>                     | <b>Comments</b>                                                                            |
|                               | Rational Rose Data Model 7.0 (standard)            |                                                                                            |
|                               | Erwin 7.0 (standard)                               |                                                                                            |
|                               | Oracle Designer 10g (standard)                     |                                                                                            |
|                               | Toad 8.x (standard)                                |                                                                                            |
|                               | Toad 9.0 (standard)                                |                                                                                            |
| ✓                             | Other (Explain)                                    | Microsoft Visio 2003 & Microsoft Visio 2007                                                |
|                               | N/A (Not Applicable)                               |                                                                                            |
| <b>10</b>                     | <b>Development Platform</b>                        | <b>Comments</b>                                                                            |
| ✓                             | .Net (standard)                                    |                                                                                            |
|                               | Java J2EE (standard)                               |                                                                                            |
|                               | Oracle (standard)                                  |                                                                                            |
|                               | Other (Explain)                                    |                                                                                            |
|                               | N/A (Not Applicable)                               |                                                                                            |
| <b>11</b>                     | <b>Presentation (Web) Server</b>                   | <b>Comments</b>                                                                            |
|                               | Apache HTTPD 2.2.x (standard)                      |                                                                                            |
|                               | Citrix 4.0 (standard)                              |                                                                                            |
|                               | IBM IHS 6.0 (standard)                             |                                                                                            |
|                               | IBM IHS 6.1 (standard)                             |                                                                                            |
| ✓                             | Microsoft IIS 6.0 (standard)                       | The solution can also be deployed on Microsoft IIS 7.0                                     |
|                               | Sun ONE Web Server (standard)                      |                                                                                            |
|                               | Other (Explain)                                    |                                                                                            |
|                               | N/A (Not Applicable)                               |                                                                                            |
| <b>12</b>                     | <b>Application Server</b>                          | <b>Comments</b>                                                                            |
|                               | IBM WebSphere 6.0 (standard)                       |                                                                                            |
|                               | IBM WebSphere 6.1 (standard)                       |                                                                                            |
|                               | JBoss 4.0.x (standard)                             |                                                                                            |
| ✓                             | Microsoft IIS 6.0 (standard)                       | The solution can also be deployed on Microsoft IIS 7.0                                     |
|                               | Other (Explain)                                    |                                                                                            |
|                               | N/A (Not Applicable)                               |                                                                                            |
| <b>13</b>                     | <b>HW Platform</b>                                 | <b>Comments</b>                                                                            |
|                               | Dell (standard)                                    |                                                                                            |
|                               | HP (standard)                                      |                                                                                            |
|                               | IBM AIX (standard)                                 |                                                                                            |
|                               | Sun (standard)                                     |                                                                                            |
|                               | Other (Explain)                                    |                                                                                            |
|                               | X86 Virtualization (VCoE) (standard)               |                                                                                            |
| ✓                             | N/A (Not Applicable)                               | Any platform that supports Internet Explorer 6x and above is compatible with the solution. |



| Select<br>all that<br>apply ✓ | <b>Enterprise Architecture Solution Assessment</b> |                                                                                                        |
|-------------------------------|----------------------------------------------------|--------------------------------------------------------------------------------------------------------|
|                               | <b>Architecture Overview (continued)</b>           |                                                                                                        |
|                               |                                                    |                                                                                                        |
| <b>14</b>                     | <b>Server OS</b>                                   | <b>Comments</b>                                                                                        |
|                               | AIX 5.3 (standard)                                 |                                                                                                        |
|                               | HPUX 11i (standard)                                |                                                                                                        |
|                               | HPUX 11i v2 (standard)                             |                                                                                                        |
| ✓                             | Microsoft Windows 2003 (standard)                  | Windows operating system software will be supplied by the SOM.                                         |
|                               | Novell Netware 6.5 (standard)                      |                                                                                                        |
|                               | Redhat Linux Enterprise Server 3.0 (standard)      |                                                                                                        |
|                               | Sun Solaris 10 (standard)                          |                                                                                                        |
|                               | Sun Solaris 9 (standard)                           |                                                                                                        |
|                               | Suse Linux Enterprise 10 (standard)                |                                                                                                        |
|                               | Other (Explain)                                    |                                                                                                        |
|                               | N/A (Not Applicable)                               |                                                                                                        |
| <b>15</b>                     | <b>CRM</b>                                         | <b>Comments</b>                                                                                        |
|                               | Siebel (standard)                                  |                                                                                                        |
|                               | Other (Explain)                                    |                                                                                                        |
| ✓                             | N/A (Not Applicable)                               |                                                                                                        |
| <b>16</b>                     | <b>Document Management</b>                         | <b>Comments</b>                                                                                        |
|                               | Filenet (standard)                                 |                                                                                                        |
|                               | Vignette Application Portal (standard)             |                                                                                                        |
|                               | Vignette V7 (standard)                             |                                                                                                        |
|                               | Other (Explain)                                    |                                                                                                        |
| ✓                             | N/A (Not Applicable)                               |                                                                                                        |
| <b>17</b>                     | <b>Centralized Printing</b>                        | <b>Comments</b>                                                                                        |
|                               | DMB consolidated print center (standard)           |                                                                                                        |
|                               | Other (Explain)                                    |                                                                                                        |
| ✓                             | N/A (Not Applicable)                               |                                                                                                        |
| <b>18</b>                     | <b>Fax Server</b>                                  | <b>Comments</b>                                                                                        |
|                               | GW Fax                                             |                                                                                                        |
|                               | Other (Explain)                                    |                                                                                                        |
| ✓                             | N/A (Not Applicable)                               |                                                                                                        |
| <b>19</b>                     | <b>Testing Tools</b>                               | <b>Comments</b>                                                                                        |
|                               | Compuware Vantageview 8.5 (standard)               |                                                                                                        |
|                               | Mercury Quality Center 8.2 (standard)              |                                                                                                        |
|                               | Rational Suite 7 (standard)                        |                                                                                                        |
| ✓                             | Other (Explain)                                    | Cruise Control Automated Build Server with:<br>- NUnit (Source Testing)<br>- Selenium (Web UI Testing) |
|                               | N/A (Not Applicable)                               |                                                                                                        |



| Select<br>all that<br>apply ✓ | <b>Enterprise Architecture Solution Assessment</b> |                                                                  |
|-------------------------------|----------------------------------------------------|------------------------------------------------------------------|
|                               | <b>Architecture Overview (continued)</b>           |                                                                  |
|                               |                                                    |                                                                  |
| <b>20</b>                     | <b>Identity Management</b>                         | <b>Comments</b>                                                  |
| ✓                             | Active Directory 2003 (standard)                   | Web site access is controlled via Active Directory               |
|                               | e-Dir 8.7.3.9 (standard)                           |                                                                  |
|                               | Tivoli Access Manager v4.1 (standard)              |                                                                  |
|                               | Tivoli Identity manager 4.5.1 (standard)           |                                                                  |
| ✓                             | Other (Explain)                                    | Content access is controlled via Database                        |
|                               | N/A (Not Applicable)                               |                                                                  |
| <b>21</b>                     | <b>Project Management</b>                          | <b>Comments</b>                                                  |
|                               | Clarity 8 (standard)                               |                                                                  |
| ✓                             | MS Project 2003 (standard)                         |                                                                  |
|                               | Rational 7.0 (standard)                            |                                                                  |
|                               | Niku 6 (standard)                                  |                                                                  |
| ✓                             | Other (Explain)                                    | Version One                                                      |
|                               | N/A (Not Applicable)                               |                                                                  |
| <b>22</b>                     | <b>Requirements Gathering</b>                      | <b>Comments</b>                                                  |
|                               | Rational Requisite Pro 7.0 (standard)              |                                                                  |
|                               | Serena RTM 5.6 (standard)                          |                                                                  |
| ✓                             | MS Office (XP/2003) including Visio (standard)     |                                                                  |
|                               | SUITE/SEM templates                                |                                                                  |
| ✓                             | Other (Explain)                                    | Version One                                                      |
|                               | N/A (Not Applicable)                               |                                                                  |
| <b>23</b>                     | <b>Design Tools</b>                                | <b>Comments</b>                                                  |
|                               | Rational Rose 7.0 (standard)                       |                                                                  |
| ✓                             | Visio 2003 (standard)                              |                                                                  |
| ✓                             | Other (Explain)                                    | Microsoft Visual Studio<br>- Class Designer<br>- Schema Designer |
|                               | N/A (Not Applicable)                               |                                                                  |
| <b>24</b>                     | <b>Version Control</b>                             | <b>Comments</b>                                                  |
|                               | Rational Clear Case 7 (standard)                   |                                                                  |
|                               | Subversion 1.4 (standard)                          |                                                                  |
| ✓                             | Other (Explain)                                    | Microsoft Visual Source Safe                                     |
|                               | N/A (Not Applicable)                               |                                                                  |
| <b>25</b>                     | <b>Message Queuing</b>                             | <b>Comments</b>                                                  |
|                               | Websphere MQ 6.x (standard)                        |                                                                  |
|                               | Other (Explain)                                    |                                                                  |
| ✓                             | N/A (Not Applicable)                               |                                                                  |



| Select<br>all that<br>apply ✓ | <b>Enterprise Architecture Solution Assessment</b> |                                                                                                                                                             |
|-------------------------------|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                               | <b>Architecture Overview (continued)</b>           |                                                                                                                                                             |
|                               |                                                    |                                                                                                                                                             |
| <b>26</b>                     | <b>Business Integration</b>                        | <b>Comments</b>                                                                                                                                             |
|                               | BizTalk 2006 (standard)                            |                                                                                                                                                             |
|                               | Websphere Message Broker 6.0 (standard)            |                                                                                                                                                             |
|                               | Other (Explain)                                    |                                                                                                                                                             |
| ✓                             | N/A (Not Applicable)                               |                                                                                                                                                             |
| <b>27</b>                     | <b>Database Tools</b>                              | <b>Comments</b>                                                                                                                                             |
| ✓                             | MS SQL Server Enterprise Manager (standard)        |                                                                                                                                                             |
|                               | Oracle Enterprise Manager 10g (standard)           |                                                                                                                                                             |
|                               | Teradata Utilities 5380 (standard)                 |                                                                                                                                                             |
|                               | Teradata Utilities 5450 (standard)                 |                                                                                                                                                             |
|                               | Toad 8.x (standard)                                |                                                                                                                                                             |
|                               | Toad 9.0 (standard)                                |                                                                                                                                                             |
| ✓                             | Other (Explain)                                    | SQL Server Management Studio (2005)                                                                                                                         |
|                               | N/A (Not Applicable)                               |                                                                                                                                                             |
| <b>28</b>                     | <b>Reporting Tools</b>                             | <b>Comments</b>                                                                                                                                             |
|                               | ActivePDF (standard)                               |                                                                                                                                                             |
|                               | ActiveReports 1.0 (standard)                       |                                                                                                                                                             |
|                               | ActiveReports 2.0 (standard)                       |                                                                                                                                                             |
|                               | Crystal Reports 10 (standard)                      |                                                                                                                                                             |
|                               | Crystal Reports 11 (standard)                      |                                                                                                                                                             |
|                               | Jasper Reports (standard)                          |                                                                                                                                                             |
| ✓                             | MS SQL 2005 Reporting Services (standard)          |                                                                                                                                                             |
|                               | Oracle Reports 10g (standard)                      |                                                                                                                                                             |
| ✓                             | Other (Explain)                                    | Ad-Hoc report documents are available in the following formats: Plain Text, Office 97-03, Microsoft OOXML (DOCX), Portable Document Format (PDF), and HTML, |
|                               | N/A (Not Applicable)                               |                                                                                                                                                             |
| <b>29</b>                     | <b>End-User Tools</b>                              | <b>Comments</b>                                                                                                                                             |
|                               | Business Objects (BO) 10 (standard)                |                                                                                                                                                             |
|                               | Business Objects (BO) 11 (standard)                |                                                                                                                                                             |
|                               | Oracle Discoverer 10g (standard)                   |                                                                                                                                                             |
|                               | Other (Explain)                                    |                                                                                                                                                             |
| ✓                             | N/A (Not Applicable)                               |                                                                                                                                                             |
| <b>30</b>                     | <b>Deployment Tools</b>                            | <b>Comments</b>                                                                                                                                             |
|                               | Serena Mover (standard)                            |                                                                                                                                                             |
| ✓                             | Microsoft Visual Studio (standard)                 |                                                                                                                                                             |
| ✓                             | Other (Explain)                                    | NullSoft Scripted Install System                                                                                                                            |



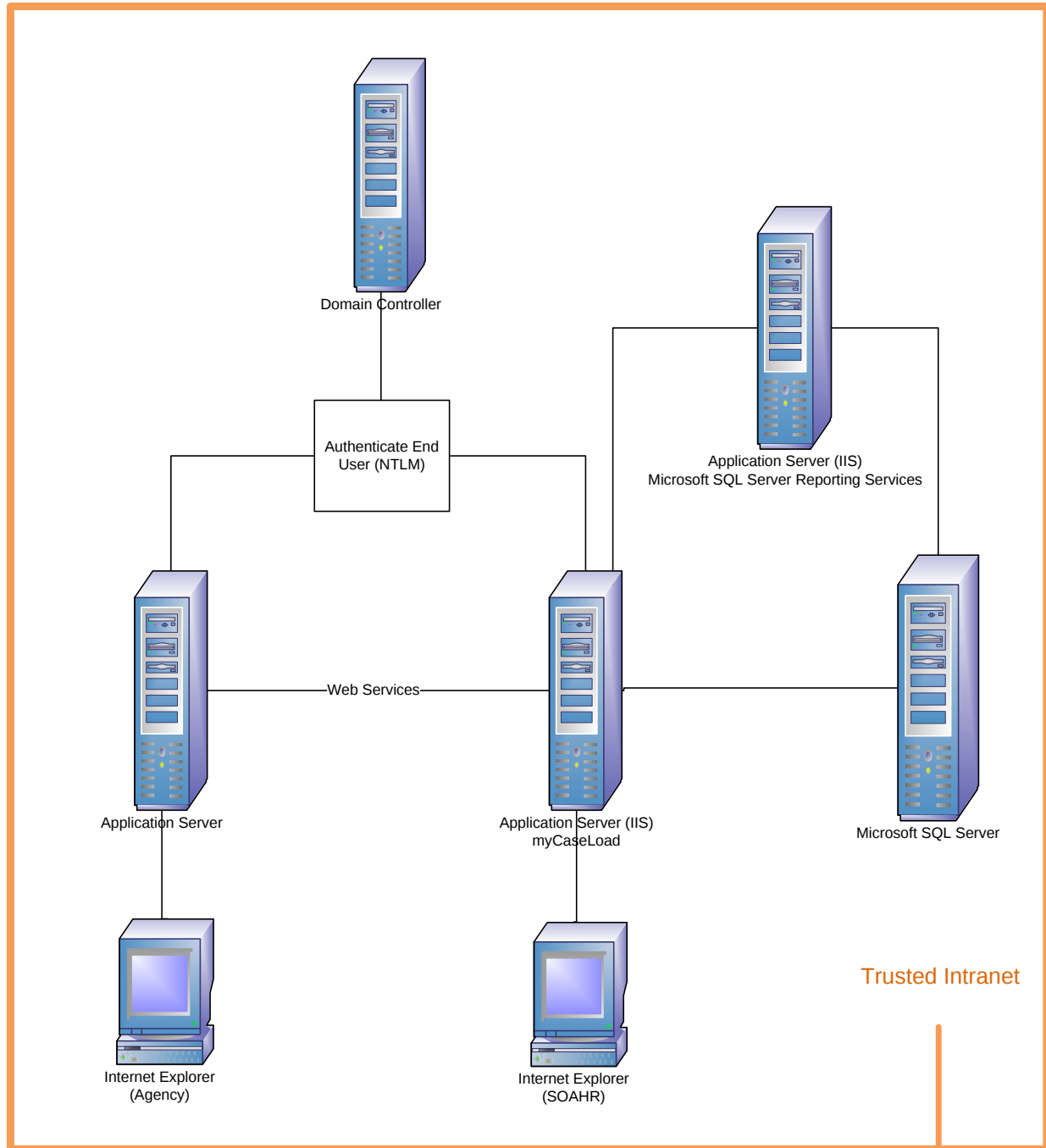
| Select<br>all that<br>apply ✓ | <b>Enterprise Architecture Solution Assessment</b> |                     |
|-------------------------------|----------------------------------------------------|---------------------|
|                               | <b>Architecture Overview (continued)</b>           |                     |
|                               |                                                    |                     |
| <b>31</b>                     | <b>Build Tools</b>                                 | <b>Comments</b>     |
|                               | Apache Ant 1.7 (standard)                          |                     |
|                               | Serena Changeman Builder (standard)                |                     |
| ✓                             | MS Visual Studio (standard)                        |                     |
|                               | Other (Explain)                                    |                     |
|                               | N/A (Not Applicable)                               |                     |
| <b>32</b>                     | <b>Job Schedulers</b>                              | <b>Comments</b>     |
|                               | Tidal Enterprise Scheduler 3.0 (standard)          |                     |
|                               | OpCon XPS ver 3.31.02 (standard)                   |                     |
|                               | BL/Sched ver 5.0 (standard)                        |                     |
|                               | ECS ver 5.5 (standard)                             |                     |
|                               | HAPS ver 1.7 (standard)                            |                     |
|                               | Zeke ver 5.3.1 (standard)                          |                     |
| ✓                             | Other (Explain)                                    | Microsoft Scheduler |
|                               | N/A (Not Applicable)                               |                     |
| <b>33</b>                     | <b>GIS Technologies</b>                            | <b>Comments</b>     |
|                               | ArcIMS (standard)                                  |                     |
|                               | ArcGIS Server 9.2 (standard)                       |                     |
|                               | ArcGIS Engine (standard)                           |                     |
|                               | ArcSDE (standard)                                  |                     |
|                               | Other (Explain)                                    |                     |
| ✓                             | N/A (Not Applicable)                               |                     |
| <b>34</b>                     | <b>Centers of Excellence Services</b>              | <b>Comments</b>     |
|                               | Address Verification Service (standard)            |                     |
|                               | Business Objects Reporting Service (standard)      |                     |
|                               | Citrix Application Delivery (standard)             |                     |
|                               | Extract Transform Load (ETL) (standard)            |                     |
| ✓                             | N/A (Not Applicable)                               |                     |



## Enterprise Architecture Solution Assessment

### Server/Network Diagram (vendor version)

Diagrams are useful to illustrate the interaction of technologies. The "Server/Network Diagram" is intended to allow the EA (Enterprise Architecture) Core Team to understand the relationship between the system components. Below is an example illustrating the network components deemed necessary. Vendors may use their own format so long as adequate information is conveyed.



The SOM will supply all hardware and software for this project including server backup software/media, Visual Studio reporting tools, Windows Server operating systems, SQL Server, Exchange Server 2003+, Microsoft Office, Visio 2003+, Project 2003+, and network security.



**Attachment 2 – SOAHR Requirement Specifications**

**Legend:**

M/O = Mandatory or Optional

Yes w/ Mod = Yes with Modifications

**REQ Response Options:**

F. Currently provided as a standard feature

G. Not currently provided but is a planned enhancement or will be added at no additional cost and will be supported in future releases

H. Not currently provided but will be added at the additional cost detailed in the cost proposal and will require additional cost to transfer to future releases

I. Not currently provided but will be added at the additional cost detailed in the cost proposal and will be supported in future releases at no additional cost

J. Not supportable

| #   | Requirement                                                                                                                             | M / O | Yes | Yes with Mod | No | REQ Response | Comments                                                                                                                                                                                                                                |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------|-------|-----|--------------|----|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 51. | The system must be a web based system accessible by all SOAHR users with proper security privileges via the State of Michigan Intranet. | M     | ✓   |              |    | A            | myCaseLoad is a web-based system compatible with the Internet Explorer web browser and accessible from an intranet network. Users authenticated by the Michigan network and granted security privileges will gain access to myCaseLoad. |
| 52. | Agencies and SOAHR's request for hearings must be entered into a web form for transmittal to the Case Management System.                | M     | ✓   |              |    | A            | The E-Filing Frontend Module will be used to submit hearing requests.                                                                                                                                                                   |
| 53. | Each request for hearing must include Agency Code, Case Type, Sub Case Type, Hearing Type and Agency Case Identifier if one exists.     | M     | ✓   |              |    | A            | These will be the minimum data requirements to request a hearing.                                                                                                                                                                       |
| 54. | The system must be able to assign a SOAHR Unique Identifier (Docket Number) to the case.                                                | M     | ✓   |              |    | A            | The number generator in myCaseLoad is very flexible and will be able to generate a unique identifier (e.g. 2009-123). The format can be                                                                                                 |



| #   | Requirement                                                                                                                                                                                                                                                                                                                | M / O | Yes | Yes with Mod | No | REQ Response | Comments                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----|--------------|----|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |                                                                                                                                                                                                                                                                                                                            |       |     |              |    |              | consistent or specific to an agency or individual case types.<br>An extended number can also be configured to include extra information such as county, agency code, or hearing type. This is often appreciated by ALJs and others who can get a snapshot of the case from a single identifier.                                                                                                                                                     |
| 55. | The system must support flexible search criteria when searching for SOAHR cases with a Unique Identifier as well as Agency Unique Case Identifier, Claimant Name, Agency, Case Type, Case Sub Type and Hearing Type. If the Agency Unique Case Identifier is already in the system a warning should be given to the users. | M     | ✓   |              |    | A            | myCaseLoad provides many search screens to allow users to find their data from different avenues. For example, you can search for cases by number, party information, attorney name, issues, scheduled events, documents on file, completed tasks, etc. See the print screen in Appendix A labeled Advanced Search Criteria.<br>When entering an agency case number, myCaseLoad will tell the user if a duplicate number exists for the agency.     |
| 56. | The system must be able to route a request for a hearing to the proper Schedulers, based on Case Type, through the work flow processes.                                                                                                                                                                                    | M     | ✓   |              |    | A            | An administrator can choose to define separate workflow timelines for each agency case type or a group of case types. Each individual timeline can indicate a specific Scheduler.<br><div data-bbox="1283 1105 1808 1235"> <pre> graph LR     A[Request for Hearing] --&gt; B[Schedule Hearing] </pre> </div> <p>When a Request for Hearing document is entered, the proper Scheduler will be automatically assigned to the scheduling task(s).</p> |



| #   | Requirement                                                                                                                                                                                                                                                             | M / O | Yes | Yes with Mod | No | REQ Response | Comments                                                                                                                                                                                                                                                                                                                                                                                   |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----|--------------|----|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 57. | Status of each Case Management process must be viewable in a status screen within the application. (scheduled hearing, not scheduled, hearing held, etc)                                                                                                                | M     | ✓   |              |    | A            | Every time a case hits a milestone and the case status is updated, myCaseLoad will record the status and the effective date of the change. This gives each user a historical snapshot on the current case. The case status history is also a valuable source of information when reporting on key performance indicators. See the print screen in Appendix A labeled Cases Status History. |
| 58. | Using a scheduling tool, the system must be able to electronically schedule a hearing, hearing room, (ALJ) Administrative Law Judge, scribe if necessary and any special needs* for the hearing. *(hearing impaired, or other disabilities which the claimant may have) | M     | ✓   |              |    | A            | myCaseLoad provides scheduling and calendaring functions for an unlimited number of resources including ALJs, specific hearing rooms, security, scribes. A claimant can specify any special needs (e.g. language interpreter, wheelchair access) they may have. When the Scheduler sets the hearing date, they will be reminded of the special need.                                       |
| 59. | The system must be able to generate a notice of hearing template based on Agency and Case Type. (Notice of hearing goes out to all interested parties.)                                                                                                                 | M     | ✓   |              |    | A            | Notices of Hearing are prepared on the server from a user-defined Word template. The template can be defined for a single agency/case type. A generalized approach can also be taken in which a single template is used but the agency/case type specific paragraphs are pulled from the database. This is the preferred method to reduce template maintenance effort.                     |
| 60. | Non SOAHR agency personnel must be able to access a status screen on a read only basis.                                                                                                                                                                                 | M     |     | ✓            |    | B            | A separate website will be established to provide read only access to case data for Non-SOAHR agency personnel. This is referred to as the "Community Website" in the Baseline System section above.                                                                                                                                                                                       |



| #   | Requirement                                                                                               | M / O | Yes | Yes with Mod | No | REQ Response | Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----|-----------------------------------------------------------------------------------------------------------|-------|-----|--------------|----|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 61. | The system must keep a reportable log of all transactions as they occur for each docket number.           | M     | ✓   |              |    | A            | Every insert, update or delete transaction can be logged into the database for later reporting. The log includes the transaction timestamp, user identifier, and record identifier. The System Administrator can determine which areas of the system should be audited. Additionally, we encourage users to enter a short note when making entries. This is an optional step, but it has been found helpful to subsequent users looking at the modified record.                                                                                                                                                                                                                |
| 62. | All templates, for Orders, Decisions, Notices, etc. should be pre-populated with appropriate information. | M     | ✓   |              |    | A            | User-defined Microsoft Word templates are used in the preparation of orders, decisions, letters, etc. Each template includes hard-coded text, images, and formatting as well as data fields which will be populated from the database when the document is generated. The template writer can also assist the end-user by bookmarking areas of the document with questions which will require responses. myCaseLoad will scan the template for these bookmarks and request an answer for each of the bookmarked questions from the end user. Once the document has been pre-populated with appropriate information, the document will be streamed to the end-user to complete. |
| 63. | Each hearing request, will display a status to whether it has been accepted by the case reviewer.         | O     | ✓   |              |    | A            | The result (i.e. Request Accepted or Request Denied) will appear to the right of the Request for Hearing in the document list. See the print screen in Appendix A labeled Document List.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 64. | A decision screen must be presented                                                                       | M     | ✓   |              |    | A            | When a Request for Hearing document is                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |



| #   | Requirement                                                                                                                  | M / O | Yes | Yes with Mod | No | REQ Response | Comments                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----|------------------------------------------------------------------------------------------------------------------------------|-------|-----|--------------|----|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | to the case review user to determine if the hearing request has merit to schedule a hearing or if other action is necessary. |       |     |              |    |              | <p>entered, the workflow engine can assign the Case Reviewer to accept or reject the request.</p> <pre> graph LR     A[Request for Hearing] --&gt; B[Review Case]     C[Request Accepted] --&gt; D[Schedule Hearing]                     </pre> <p>When the Case Reviewer has verified the case's validity and entered the Result (i.e. Request Accepted or Request Denied), the Review Case task will automatically be completed.</p> |
| 65. | The SOAHR user must be able to <b>override the systems preset section based on</b> Agency, Case Type, and Case Sub Type.     | M     |     |              |    |              | It is not understood what “the systems preset section” is.                                                                                                                                                                                                                                                                                                                                                                             |
| 66. | The system must be able to print documentation such as, default orders to a selected system printer available to users.      | M     | ✓   |              |    | A            | Once a user has generated a document (e.g. default order) they can select a system printer to send the completed document.                                                                                                                                                                                                                                                                                                             |
| 67. | SOAHR users must be able to enter results and outcomes of the hearings into the system.                                      | M     | ✓   |              |    | A            | The event (e.g. hearing, motion, reconsideration hearing, etc.) result is entered as a result type with result effective date and subject text. The subject text is a narrative which can be defaulted based upon the result type and modified by the end-user. The result date may occur before the event date when the event is cancelled or a continuance is granted.                                                               |



| #   | Requirement                                                                                                                                                                                              | M / O | Yes | Yes with Mod | No | REQ Response | Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----|--------------|----|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 68. | The system must be able to attach electronic files/documents to a case.                                                                                                                                  | M     | ✓   |              |    | A            | One or more electronic files (e.g. decisions, exhibits, digital recordings, images) can be attached to a document entry. A document with attachments will appear with a paperclip icon on the Document List. A case can have an unlimited number of documents. See the print screen in Appendix A labeled Document List.                                                                                                                                           |
| 69. | The system must record compliance with timelines and notify users of action(s) required. For example hearing has been held, but judge's orders have yet to be issued.                                    | M     | ✓   |              |    | A            | When an action is performed in myCaseLoad, the workflow engine can create one or more tasks for completion based upon the timelines defined for the agency and case type. The task(s) will have a due date automatically calculated based upon legislated timelines or internal best practices. If the task is not completed by the calculated (or extended) due date, myCaseLoad will generate reminder email message(s) with user-definable text and recipients. |
| 70. | The Administrative Law Judge (ALJ) must be able to issue a case decision based on Agency, Case Type and Case Sub Type.                                                                                   | M     | ✓   |              |    | A            | When a document template is chosen for preparation of a decision, the choice of templates will be filtered by agency, case type and sub type.                                                                                                                                                                                                                                                                                                                      |
| 71. | The system must allow schedulers to schedule multi-booking cases (high percentage of claimants do not show, therefore multiple cases are booked for the same judge on the same date, time and location). | M     | ✓   |              |    | A            | Multiple individual cases and related cases can be booked together in a single scheduled "Session" for the same date(s), time, ALJ, venue and other resources. Cases with a status of "Awaiting Scheduling" can be grouped together by attorney on an on-line report. This will give the Scheduler the option to book all of the attorney's cases on a single day or session.                                                                                      |



| #   | Requirement                                                                                                               | M / O | Yes | Yes with Mod | No | REQ Response | Comments                                                                                                                                                                                                                                                                                                         |
|-----|---------------------------------------------------------------------------------------------------------------------------|-------|-----|--------------|----|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |                                                                                                                           |       |     |              |    |              | Procedures are required to determine what the over-booking factor should be. myCaseLoad can tell the Scheduler when the session is considered “full” according to SOAHR scheduling practices.                                                                                                                    |
| 72. | The system must allow the user to close the request into a close status without losing information pertinent to the case. | M     | ✓   |              |    | A            | No information is lost when closing a case. If the case is later re-opened, even the original disposition information will be retained.                                                                                                                                                                          |
| 73. | The system must support amendments to notices (hearings, final decisions, etc.).                                          | M     | ✓   |              |    | A            | Amended documents are handled by myCaseLoad clients by defining a separate “amended” document types (e.g Amended Final Order and Decision) and recording a note on the original document that it has been amended.                                                                                               |
| 74. | The system must support the ability to re-schedule a hearing.                                                             | M     | ✓   |              |    | A            | Once the hearing result has been entered (e.g. cancelled, adjourned, continued) the Scheduler can book a future hearing date.<br>An unlimited number of events (e.g. hearing, motion, settlement conference, etc.) can be scheduled for a single case.<br>See the print screen in Appendix A labeled Event List. |
| 75. | The system must support the scheduling of adjournments to hearings.                                                       | M     | ✓   |              |    | A            | Once the hearing result has been entered (e.g. cancelled, adjourned, postponed) the Scheduler can book a future hearing date.                                                                                                                                                                                    |
| 76. | The system must be able to interface with Microsoft Outlook.                                                              | M     | ✓   |              |    | A            | There are multiple interface points between myCaseLoad and Outlook. A user can expect to receive information in their Outlook inbox from the following processes: <ul style="list-style-type: none"> <li>They requested a report based upon a schedule (e.g. monthly statistical report)</li> </ul>              |



| #   | Requirement                                                                                                                                             | M / O | Yes | Yes with Mod | No | REQ Response | Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----|--------------|----|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |                                                                                                                                                         |       |     |              |    |              | <ul style="list-style-type: none"> <li>• They received a reminder of an overdue task assigned to them or their staff</li> <li>• They received an automatically generated document (e.g. default order, scheduling notice, etc.) when they made an “action” entry (e.g. activity, document, assignment, etc.) in myCaseLoad</li> </ul>                                                                                                                                                                   |
| 77. | The system should be able to accomplish bi-directional synchronization with Microsoft Outlook in regards to scheduling, hearings, judges and recorders. | M     | ✓   |              |    | A            | This is provided by the Microsoft Exchange Interface detailed in the proposal section labeled Microsoft Exchange / Outlook.                                                                                                                                                                                                                                                                                                                                                                             |
| 78. | The system must allow for changes to the hearing schedule.                                                                                              | M     | ✓   |              |    | A            | <p>The hearing schedule can be changed. By default, the first scheduled case will be assigned an order number of one. Each additional case will be assigned the next sequential number.</p> <p>At any time the calendar order or any other schedule property can be changed.</p> <p>There is a “Reorder Events” tool to assist the user with this process.</p>                                                                                                                                          |
| 79. | The system must allow for re-prints to all notices (final decision, hearing, adjournment, etc.)                                                         | M     | ✓   |              |    | A            | <p>When a document is generated and further editing is not required (e.g. notices), it can be automatically attached to the case in a publishable format (e.g. Acrobat PDF). If the document requires further editing (e.g. decisions), they can be generated, completed off line, and then uploaded to the case.</p> <p>Either way, the <u>actual</u> document that was sent out is attached to the case, so viewing or re-printing the document is possible. It does not have to be re-generated.</p> |



| #   | Requirement                                                                                                                                                  | M / O | Yes | Yes with Mod | No | REQ Response | Comments                                                                                                                                                                                                                                            |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----|--------------|----|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 80. | The system must be able to record claimants who failed to appear for their scheduled hearing.                                                                | M     | ✓   |              |    | A            | When recording the event result, the attendance can also be recorded. See the print screen in Appendix A labeled Event Attendance.                                                                                                                  |
| 81. | The user must be able to select “Default Order” template based on Agency, Case Type and Case Sub Type.                                                       | M     | ✓   |              |    | A            | When a document template is chosen for preparation of an order (e.g. Default Order), the choice of templates will be filtered by agency, case type and sub type.                                                                                    |
| 82. | The system must be able to affix electronic signatures to the generated order/decision.                                                                      | O     | ✓   |              |    | A            | The System Administrator can upload one scanned signature per resource (e.g. ALJ). The signature can be affixed to a generated document (e.g. order, decision) provided the user has been granted security privileges.                              |
| 83. | The system must support the ability to select the appropriate decision order template, based on case type and select a system printer available to the user. | M     | ✓   |              |    | A            | When a document template is chosen for preparation of an order (e.g. Decision Order), the choice of templates will be filtered by case type. Once a user has generated a document, they can select a system printer to send the completed document. |
| 84. | The system must support the ability to schedule a post hearing event.                                                                                        | M     | ✓   |              |    | A            | Events can be scheduled after the hearing event has concluded (e.g. a Reconsideration Hearing in the same case) or the case has been closed. See the print screen in Appendix A labeled Event List.                                                 |
| 85. | The system must support the ability to close the case file which is based on Agency, Case Type and Case Sub Type.                                            | M     | ✓   |              |    | A            | Based upon Appendix 2 (i.e. To Be Process), SOAHR needs to be able to retain or return the case file based upon the agency (e.g. DHS, DCH). The workflow process can be tailored to a specific agency or case type.                                 |



| #   | Requirement                                                                                                                            | M / O | Yes | Yes with Mod | No | REQ Response | Comments                                                                                                                                                                                                                                                            |
|-----|----------------------------------------------------------------------------------------------------------------------------------------|-------|-----|--------------|----|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 86. | The system must support the reopening of a docket for remand.                                                                          | M     | ✓   |              |    | A            | When a closed case is remanded, the Wizard Engine will ask the user for the case number, create a new case, relate the two cases, and copy parties over to the new case.                                                                                            |
| 87. | The system must support the reopening of a docket for re-hearing.                                                                      | M     | ✓   |              |    | A            | Even though the case is reopened, the original disposition information will be retained in the Location History table. After the re-hearing, a second case disposition will be recorded.                                                                            |
| 88. | The system must support the reopening of a docket for reconsideration.                                                                 | M     | ✓   |              |    | A            | Even though the case is reopened, the original disposition information will be retained in the Location History table. After the reconsideration hearing, a second case disposition will be recorded.                                                               |
| 89. | The system must provide system administration access for designated SOAHR staff.                                                       | M     | ✓   |              |    | A            | Users are assigned to one or more Security Roles. A Security Role is assigned the Application Right to perform administration tasks.                                                                                                                                |
| 90. | The System Administrator must be able to add and delete users.                                                                         | M     | ✓   |              |    | A            | The System Administrator can add, maintain and inactivate users.<br>Users are not deleted from the system, since they are still connected to their notes, audit trail and other tables. The inactive user's network id can be removed by the Network Administrator. |
| 91. | The system must allow the System Administrator to establish role based security.                                                       | M     | ✓   |              |    | A            | Users are assigned to one or more Security Roles. Privileges are assigned to Security Roles. A user's rights are considered the sum of the rights of their Security Roles.                                                                                          |
| 92. | The system must be able to record and report on transaction audit trails. For example, log what a user changed and when the change was | M     | ✓   |              |    | A            | Every insert, update or delete transaction can be logged into the database for later reporting. The log includes the transaction timestamp, user identifier, and record identifier.                                                                                 |



| #   | Requirement                                                                                                                  | M / O | Yes | Yes with Mod | No | REQ Response | Comments                                                                                                                                                                                                                       |
|-----|------------------------------------------------------------------------------------------------------------------------------|-------|-----|--------------|----|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | made.                                                                                                                        |       |     |              |    |              | The System Administrator can determine which areas of the system should be audited.                                                                                                                                            |
| 93. | The system must require user name and password for login and conform to the State of Michigan login security standards.      | M     | ✓   |              |    | A            | myCaseLoad uses Active Directory to authenticate all users. When a user logs into the State of Michigan network or SSO system, they will not need to login again.                                                              |
| 94. | The system must provide an automated password recovery process.                                                              | M     | N/A |              |    | A            | Not Applicable: myCaseLoad does not store user passwords. We will follow the State of Michigan login security standards. When a user logs into the State of Michigan network or SSO system, they will not need to login again. |
| 95. | The system must allow for the System Administrator to manage user accounts.                                                  | M     | ✓   |              |    | A            | Once the Network Administrator has created a network login with sufficient network privileges, the myCaseLoad Administrator will be able to manage the user accounts and their application privileges.                         |
| 96. | The system must allow for System Administrator to run administrative reports.                                                | M     | ✓   |              |    | A            | Each report can have its own security profile. The System Administrator(s) can be configured to run the administrative reports.                                                                                                |
| 97. | The system must be able to generate ad-hoc reports, with a user supported interface that allows flexible selection criteria. | M     | ✓   |              |    | A            | Ad hoc reports are created via the Report Builder tool which can be accessed from the myCaseLoad main menu.                                                                                                                    |
| 98. | The system must have a user configurable work-flow process.                                                                  | M     | ✓   |              |    | A            | The myCaseLoad solution uses the Workflow Designer tool to graphically model processes. The models are grouped together into "Timelines" and assigned to one or more agency case types.                                        |
| 99. | The system must be able to track and generate reminders. (due dates, tasks, statutory limitations of cases and               | M     | ✓   |              |    | A            | When an action is performed (e.g. document is filed), the workflow engine can automatically create one or more tasks with calculated due                                                                                       |



| #    | Requirement                                                                                                                                                                                  | M / O | Yes | Yes with Mod | No | REQ Response | Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----|--------------|----|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | other timeline standards for events.)                                                                                                                                                        |       |     |              |    |              | dates. If the task is delinquent, a reminder email can be generated and sent to the resource responsible for the task completion (or someone else).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 100. | The system must be able to generate a case certification of records from a list of templates based on Case Type. (Certified mail is sent to the claimant to ensure they have been notified.) | M     | ✓   |              |    | A            | When a document template is chosen for preparation of a certificate or record, the choice of templates will be filtered by case type.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 101. | The system must allow users to run pre-defined role based reports.                                                                                                                           | M     | ✓   |              |    | A            | Each user will belong to one or more network roles (e.g. myCaseLoad Admin, SOAHR DHS User). The access level of each report can be configured based upon these roles. A user will only be able to access the reports they are able to run.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 102. | The system must allow processing time entry and tracking by case, to support reporting SOAHR staff hours to the agencies.                                                                    | M     | ✓   |              |    | A            | <p>Each activity entry for a case can identify:</p> <ul style="list-style-type: none"> <li>• what was done</li> <li>• when was it done</li> <li>• what resource did the work</li> <li>• how long did it take</li> </ul> <p>Each resource type indicates the charge out rate for each hour.</p> <p>A report can easily be prepared and scheduled to automatically run periodically (e.g. monthly) for each agency summing up the activities performed and the time spent.</p> <p>A viable method of backdating activity entries should be considered. This is necessary to handle activity entries that are entered for the preceding period after the agency has already been billed. There are two common options:</p> <ul style="list-style-type: none"> <li>• Do not record when the activity was</li> </ul> |



| #    | Requirement                                                                                                                  | M / O | Yes | Yes with Mod | No | REQ Response | Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------|------------------------------------------------------------------------------------------------------------------------------|-------|-----|--------------|----|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      |                                                                                                                              |       |     |              |    |              | <p>performed. Instead record the entry date (today). The report will be prepared after business hours immediately following the period (e.g. June 2009).</p> <ul style="list-style-type: none"> <li>Record when the activity was performed. When the agency is billed, also update the activity entries to record the billing date. If an activity entry is made in the subsequent period for work performed in the preceding period, the activity will be included in the next billing period.</li> </ul> |
| 103. | The system must allow time tracking between <b>close of record and decision issuance</b> .                                   | M     | ✓   |              |    | A            | <p>When the record is closed, the workflow engine will create a task named “Issue Decision” with a target due date calculated as X days from the date of closure.</p> <div data-bbox="1283 846 1829 976"> <pre> graph LR     A[Close Record] --&gt; B[Issue Decision] </pre> </div> <p>When the decision is issued, the completion date will be recorded automatically.</p>                                                                                                                                |
| 104. | <b>The system must allow for time tracking between all</b> events based on Case Type. For example, time limits on scheduling | O     | ✓   |              |    | A            | <p>The workflow engine will create tasks when actions are performed in myCaseLoad. The tasks are created based upon the time limits specified for each case type.</p>                                                                                                                                                                                                                                                                                                                                      |
| 105. | The system must include a plan for the last full offline backups of all data.                                                | M     | N/A |              |    | A            | <p>Not Applicable: This requirement is not thoroughly understood, but it appears to be a solution requirement rather than a system requirement. The recommendation is to not file new cases until after a successful backup has been confirmed. These procedures are rarely implemented, but have some merit and</p>                                                                                                                                                                                       |

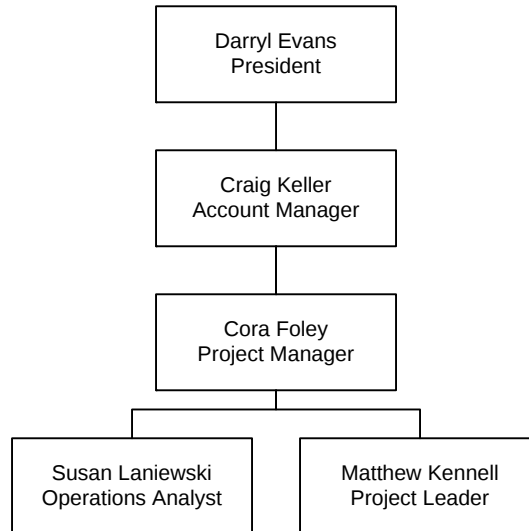


| #    | Requirement                                                                                                                                                                                                       | M / O | Yes | Yes with Mod | No | REQ Response | Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----|--------------|----|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      |                                                                                                                                                                                                                   |       |     |              |    |              | should be considered.                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 106. | System needs to support 200 users, approximately 50 concurrent, located at offices across the State. Of the 200 users, 100 will be create, read, update and delete users and the remaining 100 will be read only. | M     | ✓   |              |    | A            | myCaseLoad can support over 200 users including 50 concurrent users. Each user can be related to a specific office across the State. The myCaseLoad licensing model differentiates users who require full data rights versus query (or read only) rights.                                                                                                                                                                                                                              |
| 107. | Two electronic copies of Technical Manuals                                                                                                                                                                        | M     |     | ✓            |    | B            | The CaseLoad “technical manuals” need some work and will be expanded to include: <ul style="list-style-type: none"> <li>• Setup and Admin Guide for Internet Information Server (IIS)</li> <li>• Admin Guide for Reporting Services</li> <li>• Admin Guide for SQL Server</li> <li>• Configuration Guide for Delinquency Notice Check application</li> <li>• Web Service Reference Guide (API)</li> </ul> These materials will be prepared and two electronic copies will be provided. |
| 108. | Two electronic copies of Data Element Dictionary                                                                                                                                                                  | M     | ✓   |              |    | A            | The data dictionary is supplied with the installed software. It is a series of hyperlinked web pages.                                                                                                                                                                                                                                                                                                                                                                                  |
| 109. | Two electronic copies of Operations Manual                                                                                                                                                                        | M     | ✓   |              |    | A            | CaseLoad will supply two electronic copies of our Application Administrator Guide.                                                                                                                                                                                                                                                                                                                                                                                                     |
| 110. | Vendor to provide updates of documentation during the term of the contract, software license and maintenance agreement                                                                                            | M     | ✓   |              |    | A            | CaseLoad will provide updates of documentation during the term of the contract. They will also provide a software license and maintenance agreement.                                                                                                                                                                                                                                                                                                                                   |
| 111. | The Vendor needs to provide “train the trainer” training - Class room training at one location for up to 10 people                                                                                                | M     | ✓   |              |    | A            | CaseLoad will provide “train the trainer” training for up to 10 people at one location. The training may be conducted as two groups of students. Any JAD sessions will include all 10 representatives.                                                                                                                                                                                                                                                                                 |



**Attachment 3 – Organization Chart**

**Lines of Authority**



**Project Roles**

**Darryl Evans**

- Serves as Senior Consultant on the Implementation Project
- Contracting contact

**Craig Keller**

- Serves as Client Advocate within CaseLoad after the Implementation Project

**Cora Foley**

- Serves as Project Manager on the Implementation Project
- Single point of contact (SPOC) on-site

**Susan Laniewski**

- Serves as Business Analyst on the Implementation Project
- JAD Facilitator and other Senior BA roles

**Matthew Kennell**

- Serves as Technical Lead on the Implementation Project
- Senior Architect and Technical Resource Coordinator



Attachment 4 – Pricing Tables

|                                         | Contract            |
|-----------------------------------------|---------------------|
| <b>Table 1: Summary</b>                 |                     |
| Business Requirements Gathering         | 44,272.00           |
| COTS Package (Table 9)                  | 384,782.00          |
| Implementation                          | 138,744.00          |
| Integration                             | 40,308.00           |
| Installation                            | 9,108.00            |
| Testing                                 | -                   |
| Interfaces/Integration                  | -                   |
| Customization of COTS Package           | 16,320.00           |
| Software Tools Licenses                 | -                   |
| Servers Hardware                        | -                   |
| Servers Software                        | -                   |
| Training (Table 5)                      | 16,264.00           |
| Post-Warranty Maintenance (Table 6)     | 431,983.50          |
| Knowledge Transfer/Transition (Table 7) | 9,600.00            |
| Reserve Bank of 500 Hours (Table 8)     | 76,000.00           |
| <b>Total Project Cost</b>               | <b>1,167,381.50</b> |

|                            |                  |
|----------------------------|------------------|
| <b>Table 5: Training</b>   |                  |
| Train-the-Trainer training | 10,192.00        |
| End user training          | -                |
| Technical Training         | 6,072.00         |
| <b>Total</b>               | <b>16,264.00</b> |

|                                           |                   |
|-------------------------------------------|-------------------|
| <b>Table 6: Post-warranty Maintenance</b> |                   |
| First Year                                | 83,009.50         |
| Second Year                               | 84,669.00         |
| Third Year                                | 86,363.00         |
| Fourth Year                               | 88,090.00         |
| Fifth Year                                | 89,852.00         |
| <b>Total</b>                              | <b>431,983.50</b> |

|                                                 |                 |
|-------------------------------------------------|-----------------|
| <b>Table 7: Knowledge Transfer / Transition</b> |                 |
| Updated Turnover Plan                           | 1,920.00        |
| Final Turnover Report                           | 1,920.00        |
| Knowledge Transfer Reports                      | 1,920.00        |
| Updated Application Source Code Artifacts       | 1,920.00        |
| Updated Documentation                           | 1,920.00        |
| <b>Total</b>                                    | <b>9,600.00</b> |



| Table 8: Labor Rates for Optional "Reserve Bank for 500 Hours" |           |
|----------------------------------------------------------------|-----------|
| Project Management                                             | 222.00    |
| Business Analysts                                              | 100.00    |
| System Analysts / Sr. Consultants                              | 220.00    |
| Programmers / Developers                                       | 182.00    |
| System Administrators                                          | 253.00    |
| Testers                                                        | 100.00    |
| Technical Writers                                              | 120.00    |
| System Architects                                              | 253.00    |
| Total                                                          | 76,000.00 |

| Table 9: COTS Licenses (Modules and Licenses)           |            |
|---------------------------------------------------------|------------|
| myCaseLoad Base Module w/ 30% Discount <sup>1</sup>     | 19,950.00  |
| E-filing Frontend Module w/ 30% Discount <sup>1</sup>   | 13,965.00  |
| E-filing Backend Processor w/ 30% Discount <sup>1</sup> | 9,975.00   |
| Full Text Search Module w/ 30% Discount <sup>1</sup>    | 2,660.00   |
| Public Access License w/ 30% Discount <sup>1</sup>      | 6,650.00   |
| Exchange Base Module w/ 30% Discount <sup>1</sup>       | 6,650.00   |
| Exchange Module Extension (Unlimited) <sup>2</sup>      | -          |
| Workflow Designer w/ 30% Discount <sup>3</sup>          | 1,932.00   |
| User License (Enterprise) <sup>4</sup>                  | 323,000.00 |
| Total                                                   | 384,782.00 |

1 This license covers a "production environment" defined as a distinct database established and configured for the use of an organization within a live business operation. The Licensee is authorized, and is advised, to establish a test environment to validate the fitness of any subsequent software update provided by the Contractor before the said update is installed on the Licensee's "production environment". The Licensee is authorized to establish a training environment of the Software System to assist with user education of the Software System. The Licensee is authorized to establish a backup environment of the Software System to be used in a disaster recovery situation.

2 The licensee is granted an unlimited number of Exchange Module Extensions at no additional cost.

3 This license covers one "named user" defined as a specific identifiable person that accesses the Software System.

4 This license covers an unlimited number of users connected to the SOAHR environments (i.e. production, test, training, and/or backup).



## APPENDIX 3

### Unemployment Insurance Agency Interface Fields

**Decision Fields:**

Appeal Docket #  
 Claimant SSN  
 Claimant First Name  
 Claimant Middle Initial  
 Claimant Last Name  
 Claimant Address  
 Claimant City  
 Claimant State  
 Claimant Zip  
 Employer Name  
 Employer Additional Name  
 Employer Address 1  
 Employer Address 2  
 Employer City  
 Employer State  
 Employer Zip

Hearing City  
 Hearing Date  
 Date of Appeal  
 Appellant  
 Section  
 Date of Redetermination  
 Judge Number  
 Judge Name

**Notice Fields:**

Case/Docket/File Number  
 Program  
 Year  
 Sequence  
 Remand  
 Social Security number  
 Issue  
 Agent State  
 Section of Law  
 Section of Law2  
 Section of Law3  
 Adjudication Type  
 Adjudication Date  
 Section explanation1  
 Section explanation1 - line 1  
 Section explanation1 - line 2  
 Section explanation1 - line 3  
 Section explanation2  
 Section explanation2 - line 1  
 Section explanation2 - line 2  
 Section explanation2 - line 3  
 Section explanation3  
 Section explanation3 - line 1  
 Section explanation3 - line 2  
 Section explanation3 - line 3



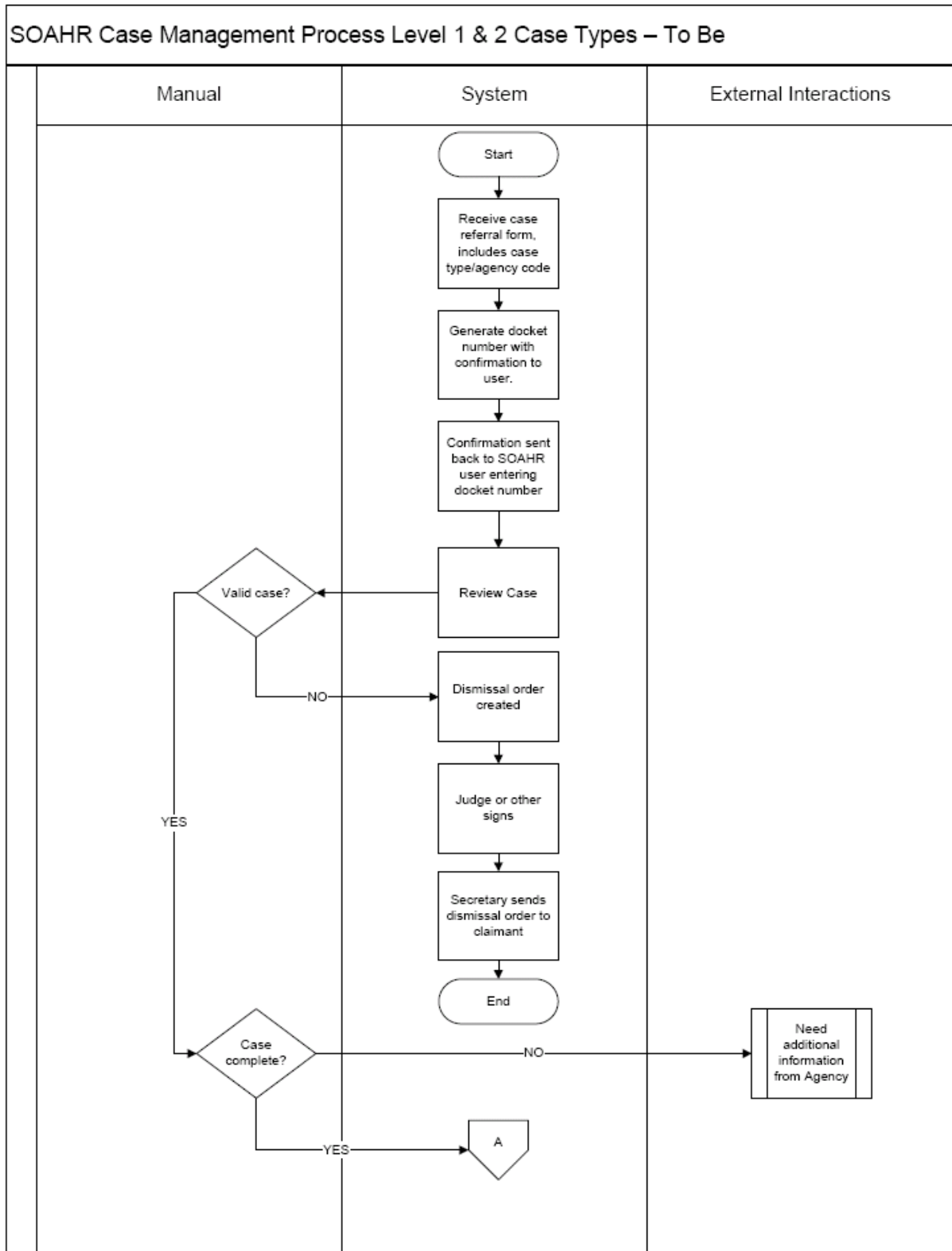
Date Filed/Received  
 Mail Print Date  
 Hearing Scheduled Date  
 Hearing Held Date  
 Hearing Time  
 Hearing Bldg/Location  
 Addl Bldg/Location  
 Hearing Street  
 Hearing City  
 Hearing State  
 Hearing zip1  
 Hearing zip2  
 In Person or Phone  
 Hearing Held?  
 Adjournment Reason/Code  
 Adjournment Counter  
 Adjourned On:  
 Judge\_initials/Identifier  
 Jurisdiction Code  
 Restitution Indicator  
 IB Indicator  
 Conclude Indicator  
 Multi Claimant Counter  
 Control Unit  
 Mail Print Counter  
 Branch Office Number  
 Multi Claimant Code  
 Comments1  
 Comments2  
 Appellant  
 Claimant First Name  
 Claimant Middle Initial  
 Claimant Last Name  
 Claimant Address/ line 1  
 Claimant City  
 Claimant State  
 Claimant Zip1  
 Claimant Zip2  
 Claimant/Petitioner Telephone #  
 Employer Number  
 Employer Name  
 Employer Name2  
 Employer Address1  
 Employer Address2  
 Employer City  
 Employer State  
 Employer Zip1  
 Employer Zip2  
 Employer Telephone #  
 Leaving to Accept Employer Number  
 Leaving to Accept Employer Name



Leaving to Accept Employer Name2  
 Leaving to Accept Address1  
 Leaving to Accept Address2  
 Leaving to Accept City  
 Leaving to Accept State  
 Leaving to Accept Zip  
 Leaving to Accept Zip2  
 Interested Party 1 Name  
 Interested Party1 Address  
 Interested Party1 City  
 Interested Party1 State  
 Interested Party1 Zip  
 Interested Party1 Zip2  
 Interested Party 2 Name  
 Interested Party2 Address  
 Interested Party2 City  
 Interested Party2 State  
 Interested Party2 Zip  
 Interested Party2 Zip2  
 Other Party 1 Name  
 Other Party1 Address  
 Other Party1 City  
 Other Party1 State  
 Other Party1 Zip  
 Other Party1 Zip2  
 Other Party 2 Name  
 Other Party2 Address  
 Other Party2 City  
 Other Party2 State  
 Other Party2 Zip  
 Other Party2 Zip2  
 Leaving to Accept Employer Number  
 Leaving to Accept Employer Name  
 Leaving to Accept Employer Name2  
 Leaving to Accept Address1  
 Leaving to Accept Address2  
 Leaving to Accept State  
 Leaving to Accept Zip  
 Leaving to Accept Employer Number  
 Leaving to Accept Employer Name  
 Leaving to Accept Employer Name2  
 Leaving to Accept Address1  
 Leaving to Accept Address2  
 Leaving to Accept State  
 Leaving to Accept Zip  
 Leaving to Accept Zip2  
 Decision Date/Date Closed  
 Decision/Closure Code  
 Modified Code  
 Final Issue Code



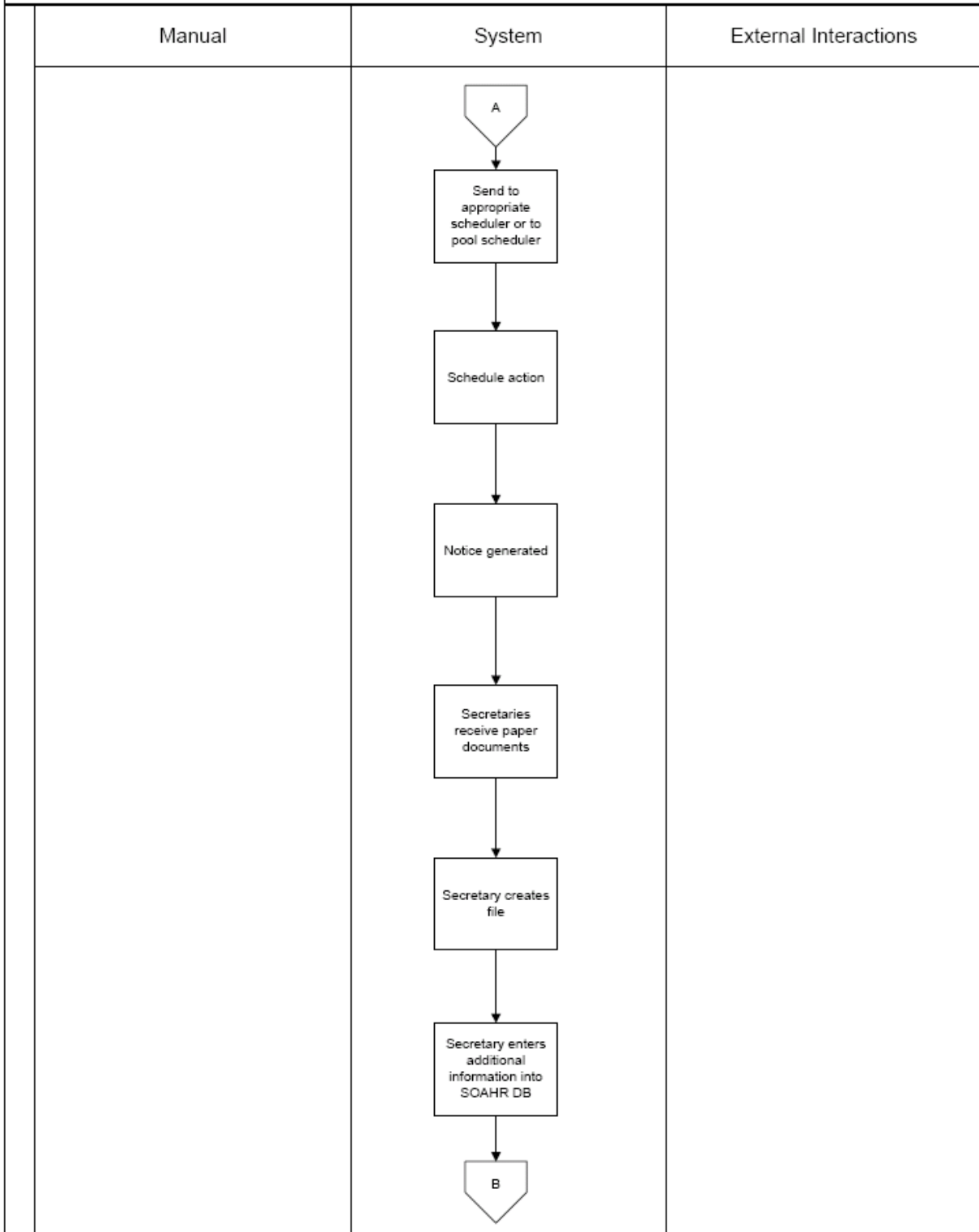
Appendix 2





Appendix 2

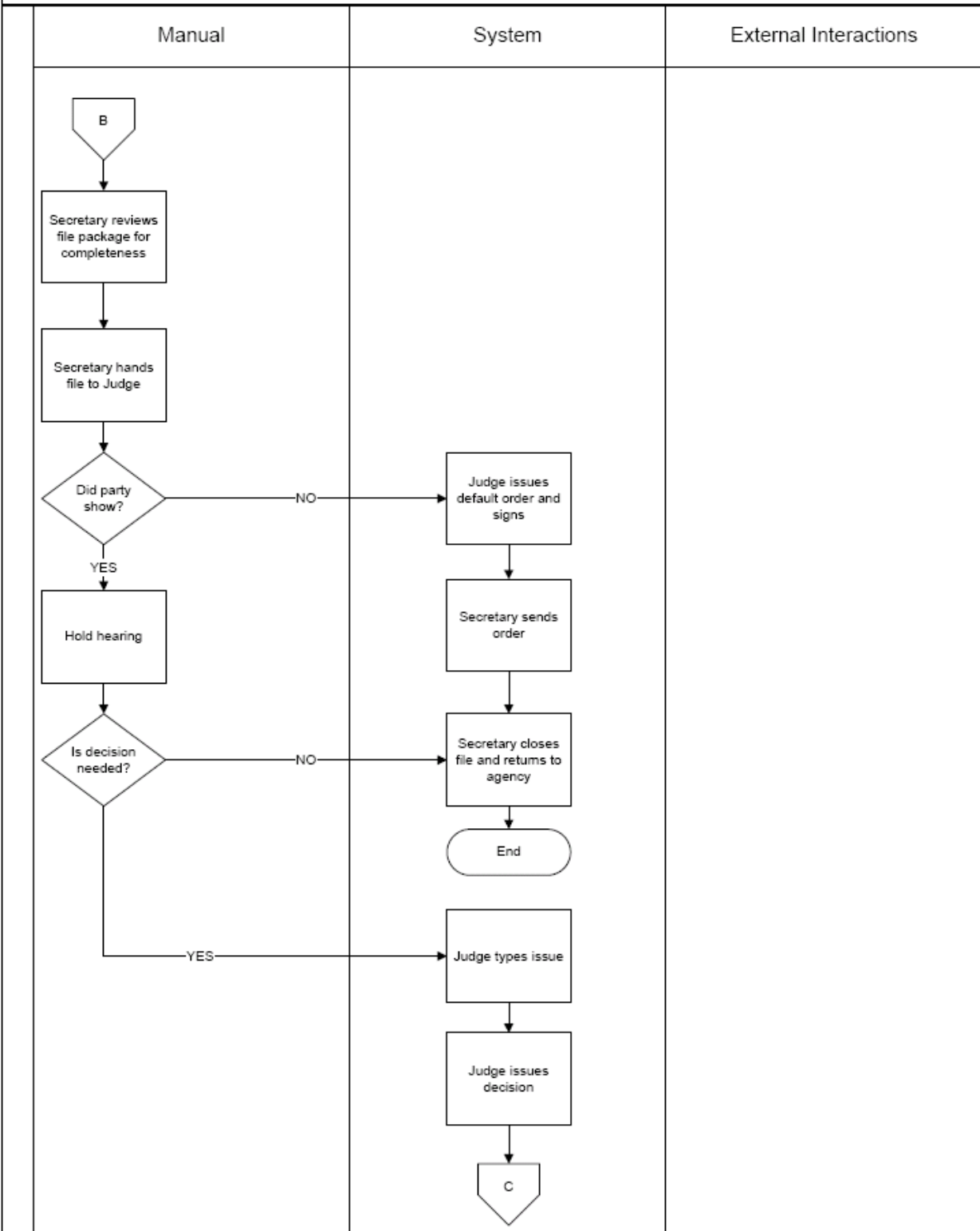
SOAHR Case Management Process Level 1 & 2 Case Types – To Be 2





Appendix 2

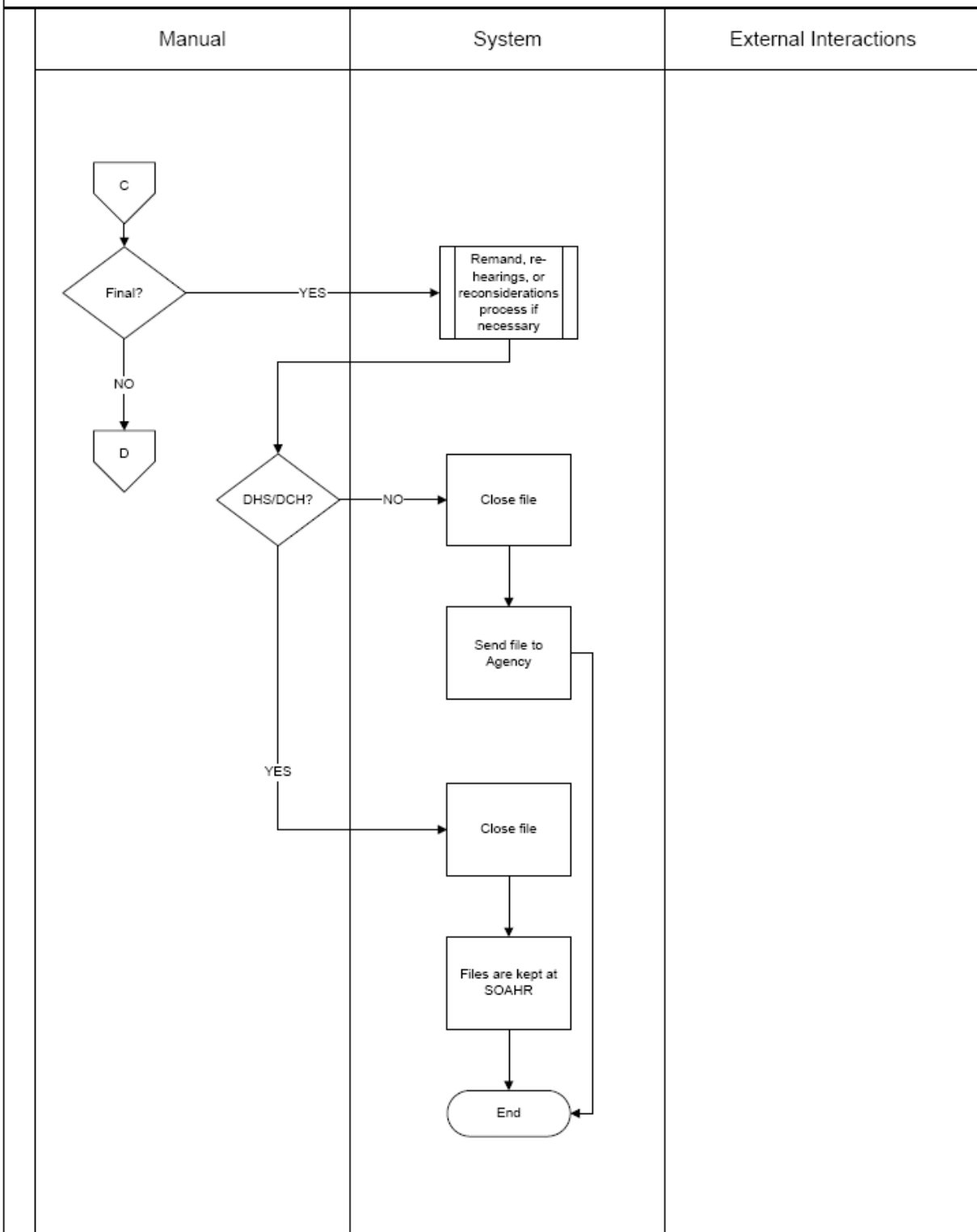
SOAHR Case Management Process Level 1 & 2 Case Types – To Be 3





Appendix 2

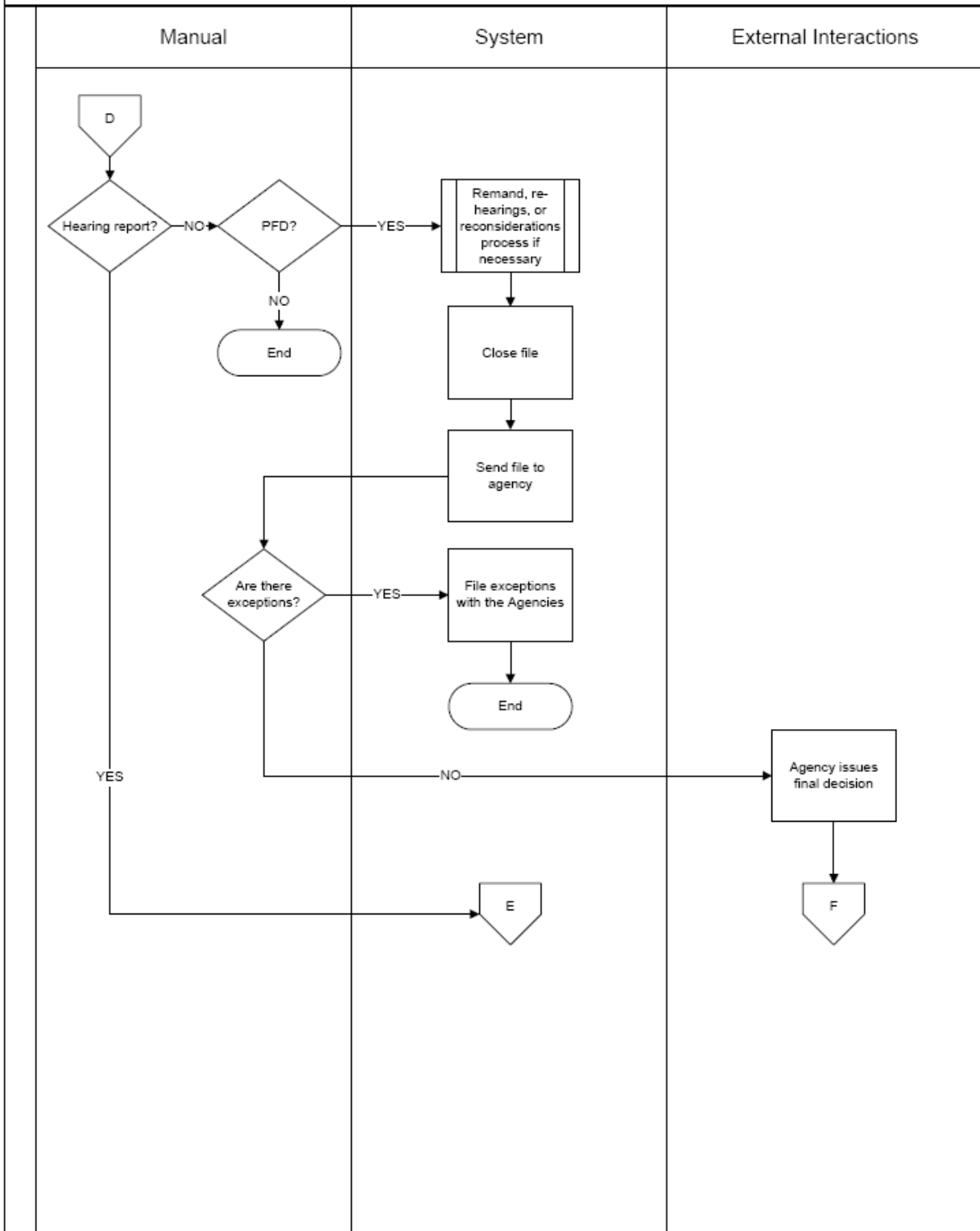
SOAHR Case Management Process Level 1 & 2 Case Types – To Be 4





Appendix 2

SOAHR Case Management Process Level 1 & 2 Case Types – To Be 5





Appendix 2

SOAHR Case Management Process Level 1 & 2 Case Types – To Be 6

